

LAKE TAHOE COMMUNITY COLLEGE DISTRICT
One College Drive, South Lake Tahoe, CA 96150



REQUEST FOR PROPOSALS
RFP #19-20-003
ART LAB AIR QUALITY PROJECT

Please submit proposals for the following services:

Notice is hereby given that the Lake Tahoe Community College District will receive proposals for the Art Lab Air Quality Project at the Lake Tahoe Community College District's Purchasing Office in South Lake Tahoe, California no later than **2:00 pm on Tuesday, January 28, 2020.**

Submit to: Lake Tahoe Community College District
Purchasing Office, Room A110
One College Drive, South Lake Tahoe, CA 96150
Attn: Heather Cade



Lake Tahoe Community College

Division 1 Specifications

001113	Notice to Contractors
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**NOTICE TO CONTRACTORS
(ADVERTISEMENT FOR BIDS)**

Notice is hereby given that sealed bids will be received by the LAKE TAHOE COMMUNITY COLLEGE DISTRICT for the furnishing of all labor, material, equipment, transportation and service for **ART LAB AIR QUALITY– LAKE TAHOE COMMUNITY COLLEGE**. Project budget is \$89,000. Scope of work includes, but not limited to, improvements to the air quality and dust control in the Art Wing, possibly including a small pad for the new equipment and related work. Pre-Bid Non-Mandatory Job Walk/Conference is scheduled on Tuesday, January 21, 2020 at 12:00pm. Meet in the Aspen Room, L103, for project details prior to visiting the Art Lab. Construction time – 120 calendar days.

There will not be a deposit for each set of documents issued; however, they are available electronically (PDF) via email request to cade@ltcc.edu. Contract documents, specifications, and bid forms may be obtained at the address below:

LAKE TAHOE COMMUNITY COLLEGE
One College Drive
South Lake Tahoe, CA 96150-4500
Phone: (530) 541-4660
Attention: Heather Cade
E-mail: cade@ltcc.edu

LAKE TAHOE COMMUNITY COLLEGE DISTRICT will receive sealed bids for the award of the contract for the identified project up to, but not later than the specified deadline. Bids received by the deadline shall be opened and publicly read aloud at the time and place indicated herein.

Bids will be received on **Tuesday, January 28, 2020**, until **2:00pm**, at Lake Tahoe Community College.

Purchasing Office, Room A110
Attn: Heather Cade
One College Drive
South Lake Tahoe, CA 96150-4500

Bids will be opened in LTCC Room L103- Aspen Room on Tuesday, January 28, 2020 at 2:00pm.

Each bid must conform and be responsive to the Contract Documents.

Each bid must be accompanied by the security referred to in the Contract Documents and a list of proposed subcontractors.

The DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in any bids or in the bidding process.

The DISTRICT has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this contract. These rates are available on the Internet at www.dir.ca.gov/DLSR/statistics_research.html. Hardcopies may be downloaded by Contractor. A copy of these rates shall be posted at the job site. District shall make special determinations when requested, in writing, minimum of seven (7) days before time of bid opening.

The schedule of per diem wages is based upon a working day of eight hours. The rate for specific holiday and overtime work shall be at least time and one half.

It shall be mandatory upon the contractor to whom the contract is awarded (CONTRACTOR), and upon any subcontractor under them, to pay not less than the specified rates to all workers employed by them in the execution of the contract. It is CONTRACTOR's responsibility to determine any rate change, which may have or will occur during the intervening period between each issuance of written rates by the Director of Industrial Relations.

This project is not subject to a Labor Compliance Program. The CONTRACTOR and subcontractors will be

required to submit documents to confirm compliance with prevailing wage requirements as prescribed in the project manual.

No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No bidder may withdraw their bid for a period of 60 days after the date set for the opening of bids.

Each bid must be accompanied by a cashier's check, certified check or a bid bond issued by Surety Company for at least ten percent (10%) of the amount bid, payable to said Owner. The said check or bid bond shall be retained by the District if the bidder whose bid is accepted fails or neglects to sign the Agreement and file the required bonds and insurance within ten (10) days from and after the Notice of the Award.

A payment bond and a performance bond will be required prior to execution of the contract. The payment bond shall be in the form called for in the Contract Documents.

Pursuant to the provisions of Public Contract Code Section 22300, CONTRACTOR may substitute certain securities for any funds withheld by DISTRICT to ensure their performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of DISTRICT, with either DISTRICT or a state or federally chartered bank, as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR.

Securities eligible for investment shall include those listed in Government Code Section 61430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and DISTRICT. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest on them. The escrow agreement and requirements for implementation shall be as indicated in the Project Manual and as approved by the DISTRICT.

The lowest bid shall be the lowest total of the bid prices on the base contract and all alternates as being used for the purpose of determining the lowest bid price.

To perform the work required by this Notice, CONTRACTOR must possess one of the following type of contractor's license: B.

By Order of the Board of Trustees of
the Lake Tahoe Community College District

RUSSI EGAN
Vice President Administrative Services

Publish Dates: 1/10/2020
1/17/2020

END OF SECTION 001113

SECTION 001291 – SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the contract, including General Conditions and Division 1 specifications, apply to this section.

1.2 SUMMARY:

- A. Description: Submit to the Owner an electronic copy of the Schedule of Values within 7 days of the date of commencement. Schedule of Values will be used as basis for, and review of, Contractor's Applications for Payment.
- B. Substantiation: Upon request by the Owner, support values given with data that will substantiate their correctness.
- C. Quantities: Submit quantities of designated materials, if applicable.
- D. Payment for Materials: Materials stored on or offsite will be limited to those materials listed in the Schedule of Values.

PART 2 - PRODUCTS

2.1 FORM OF SUBMITTAL

- A. General: Submit types schedule on AIA Document G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form of electronic media will be considered as an alternative.
- B. Format:
 - 1. Major Categories: Break total contract amount into subtotals by Building Unit Designations with a separate category for site work.
 - 2. Line Items: Use the Table of Contents within the specification listed in the plans as a basis for format for listing costs of work specified in Divisions 2 through 33 within each major category. Identify each line item with the number and title of its specification section.

PART 3 - EXECUTION

3.1 PREPARING SCHEDULE OF VALUES

- A. Installed Costs: Break down installed costs into the delivered cost of product, with taxes paid, and the total installed cost, with overhead and profit.
- B. Major Items: For each line item which has an installed value of more than \$25,000, break down the costs to list major products or operations under each item.
- C. Figures: Round off to the nearest dollar.
- D. Sum: Make the sum of total costs of all items listed in the schedules equal to the total Contract Sum.
- E. General Cost Items: Itemize separate line item costs for each of the following:
 - 1. Performance and payment bonds.
 - 2. Field supervision and layout.
 - 3. Scheduling.
 - 4. Temporary facilities and controls.
 - 5. Other documentable general cost items as applicable. (No mobilization line item will be allowed.)

3.2 PREPARING SCHEDULE OF UNIT MATERIAL VALUES

- A. Stored Materials: Submit a separate schedule of unit prices for materials to be stored on which

- progress payments will be made.
- B. Identification: Make the form of submittal parallel to the Schedule of Values, with each line item identified the same as the line item in the Schedule of Values.
 - C. Unit Costs: Include in the unit costs only the value of material, delivery and unloading at site, including sales taxes.
 - D. Unit Material Item Total: Make sure that the unit prices multiplied by quantities are given an equal material cost of that item in the Schedule of Values.
- 3.3 REVIEW AND RESUBMITTAL
- A. After review by the Owner revise and resubmit the schedule (and the Schedule of Unit Material Values) as required. Revise schedule to list approved Change Orders, with each Application for Payment.

END OF SECTION 001291

SECTION 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

A. SECURING DOCUMENTS:

1. Contractors obtaining these plans and Project Manual for the purpose of submitting bids for this work shall notify the Owner of their intentions, together with mailing address and telephone number, so they may be fully advised of any addenda to the construction document being figured, or of any corrections, additions or omissions. Failure to so notify the Owner will make the contractor liable for the inclusion of all information according to the addenda in this contract whether received or not.
2. Contractors desiring to submit proposals for this work may obtain a set of plans and specifications from the office of LAKE TAHOE COMMUNITY COLLEGE, One College Drive, South Lake Tahoe, CA 96150, deposit amount will be retained and forfeited to the Owner, should the contractor fail or refuse to return the plans and specifications within 48 hours after the time set for the bid opening.
3. Owner will not consider or accept any bid or bids from contractors not licensed to do business in the State of California.
4. Bidders shall have a generally recognized record for satisfactory execution of contracts of a similar size and character.

B. EXAMINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

1. Each bidder shall examine the bidding documents carefully and not later than three days (72 Hours) prior to date for receipt for bids, shall make written request to the Owner for interpretation and/or correction of any ambiguity, inconsistency or error therein which he may discover.
Any interpretation and/or correction will be issued as an Addendum by the Architect or Owner. Only a written interpretation and/or correction by Addenda shall be binding. No bidder shall rely upon any interpretation and/or correction given by any other method.
2. By submitting a bid, the bidder implies that he has thoroughly investigated and is satisfied as to the character quality and quantities of work to be performed and materials to be furnished, and as to all the stipulations and requirements of the Contract and construction documents.
 - a. Submission of a bid without requesting a clarification shall be incontrovertible evidence that the bidder has determined that the plans, specifications and documents are sufficient for bidding and completing the work, that the bidder is capable of reading, following and completing the work in accordance with the plans, specifications and drawings, and that the plans, specifications and drawings fall within an acceptable standard for these items and that bidder agrees that the project can and will be completed according to the owner's time lines and according to the allocated days of construction indicated herein.
3. The Bidder shall diligently investigate existing conditions to ascertain work required and include all necessary cutting and patching and refinishing in his bid. He shall provide for and exercise every precaution to protect the existing facilities against dust, dirt, water, trash, interruption of personnel activities, interruption of other construction on site, etc., due to operations under this Contract.
 - a. The existing plans of the campus are on file at the District's office. All contractors shall review plans prior to bidding during normal working hours. Copies for Contractor's use may be obtained at printing plus shipping/handling cost, (paid by Contractor). Not reviewing plans will not be a reason for claim for additional cost and/or additional time. It shall be the responsibility of the bidders to confirm existing conditions above grade and review existing plans for existing conditions not visible from surface, prior to bidding, to confirm impact on scope of work to complete project.

4. Neither the Owner or the Architect will be responsible for any omissions, errors, etc., which may result from the Contractor's procurement of incomplete documents. It shall be the Contractor's responsibility to review and ascertain all of the required work, materials, etc., to be provided by him in performing all work as required and/or called for by the Contract Documents.
5. Contractor shall review Section 011000 - Summary of Work, and provide manpower, resources, etc., as required to complete each phase of project on or before the date required for project completion. Contractor shall allow in Proposal weekend workers, shifts of workers and additional productivity not limited to workers, materials, temporary facilities and equipment as required to meet project schedule duration with limited access times as indicated herein.
6. Demolition of existing items are shown diagrammatically on construction documents. Contractor shall review existing plans to confirm configuration and scope to facilitate project.
7. The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The Owner and Architect are not making any warranties regarding this information. The Owner and Architect shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with and agrees to further comply with all the requirements of this section.
8. Allowances (if used):
 - a. Selected materials, services and equipment, and in some cases, their installation are shown and specified in the Contract Documents by allowances herein. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, miscellaneous additional work scope and equipment to a later date when additional information is available for evaluation.
 - b. Special allowances have been established for unforeseen conditions, latent conditions and related items to be authorized by the architect for use.
 - c. The contractor shall include in his base bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items. No costs for overhead, profit, supervision, bonds, insurance and all other indirect costs will be added to lump sum and miscellaneous allowance as it is used by the Owner and directed by the architect. In the event the allowance is required in an Alternate, the contractor shall include in his alternate bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items specific to that alternate.
 - d. Where use of the allowances is for additional scope where the basis of payment is Time and Material, the overhead, profit, supervision, insurance and related indirect costs shall be included in the contractor's base bid. In the event the allowance is in an Alternate, the same costs shall be included in the costs of the alternate as bid to the Owner.

C. INTERPRETATION OF DOCUMENTS:

Should a bidder find discrepancies in, and/or omissions from the drawings and specifications, and/or should he be in doubt as to their meaning, he shall at once notify the Owner and should it be found necessary, a written addendum or clarification will be sent to all bidders. The Owner will not be responsible for oral instructions.

1. Questions during bidding shall be submitted in writing to Owner. Use Pre-Bid Request For Information Form at the end of this section. Email copies will be accepted, but Owner is not responsible for incomplete or missed transmissions. Upon receipt of Pre-Bid Request For Information, Owner shall contact sender, and all other bidders, with a response.
2. No questions will be answered (3) working days (72 Hours) prior to bid opening.

D. BID PROPOSALS:

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made upon the bid forms provided in the Project Manual (acceptable to make copies), properly executed and with all items filled out; numbers shall be stated both in writing and in figures. In the event of inconsistency between words and figures in the bid, figures shall control words. The complete bid form shall be without alterations to content, form and project scope; and the signatures of all persons signing shall be in longhand and original wet signature.
2. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.
3. Before submitting proposals for this work, including RFP's, each bidder will be held to have examined the project premises and satisfied himself as to the existing conditions under which he will be obliged to operate, and that no changes will be made subsequently in this connection or in behalf of the Contractor for any error or negligence on his part, and he shall include in the bid a sum to cover the cost of all items included in the contract and/or subsequent RFP's. No additional cost will be considered for price increases of any materials, labors, methods and/or procedures. The Contractor shall make allowances for any and all price changes occurring during this project from bidding through final completion and project acceptance by Owner.
 - a. Each bidder shall make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at the price being bid. Each bidder shall determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided, and shall correlate its observations, investigations, and determinations with all requirements of the project.
 - b. The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The Owner is not making any warranties regarding this information. The Owner shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with and agrees to further comply with all the requirements of this section.
4. Bids will be delivered to the Owner at locations and time noted on "Bid Proposal" on or before the day and hour set for the opening of bids. Bid forms (provided), shall be enclosed in an envelope, and bear the title of work and the name of the bidder. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the schedule closing time for receipt of bids will be returned to the bidder unopened, in accordance with Government Code Section 53068.
5. Each bidder shall include with Proposal a Non-Collusion Affidavit, Prevailing Wage Compliance Certificate, required bond documents and Certification of Workmen's Compensation to be executed by bidder and submitted with bid. Forms are included in "Bid Proposal" section. Forms shall be fully executed and included with Bid Proposal.
 - a. Anti-Discrimination: The successful bidder will be required to sign a contract, which contains the following provisions prohibiting discrimination:
 - 1) "Anti-Discrimination in Employment: In connection with the performance of work under this Contract, the Contractor agrees (as prescribed in Chapter 6 of Division 3 of Title II of the Government Code of the State of California, commencing at Section 12900 and by Labor Code Section 1735) not to discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, gender, or age. The aforesaid provisions shall include, but are

limited to, the following: hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all subcontracts entered into hereunder, except subcontracts for standard commercial supplies of raw materials.”

6. Each bidder shall submit a list of the proposed subcontractors on the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) on the form furnished with the Contract Documents. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. The Owner may request that bidder submit information to assess the responsibility of the bidder’s proposed subcontractors. The apparent low bidder shall, within 24 hours of the bid opening, provide a complete listing of all subcontractors, including full name, address, telephone numbers and contractor’s license number and type.
 7. General Information:
 - a. The District reserves the right to reject any or all bids and/or waive any irregularities or informalities in any bids and/or in the bidding process.
 - b. The District has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this Contract. These rates are on file on the Internet at the following address: www.dir.ca.gov/DLSR/statistics_research.html. Copies may be downloaded by the Contractor. A copy of these rates shall be posted at the job site by the Contractor. Refer to section Prevailing Wage Rates & Apprenticeship Requirements for additional requirements.
 - c. The schedule of per diem wages is based upon a working day of eight hours. The rate for specific holiday and overtime work shall be at least time and one half.
 - d. It shall be mandatory upon the Contractor to whom the Contract is awarded (Contractor), and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is Contractor’s responsibility to determine any rate change which may have or will occur during the intervening period between each issuance of written rates by the Director of Industrial Relations.
 - e. A Payment Bond and a Performance Bond will be required prior to execution of the Contract refer to Section “Bonds and Certificates Required” for additional requirements. The executed Bonds shall be on the forms herein Project Manual.
- E. WITHDRAWAL OF BID PROPOSAL:
Any bid may be withdrawn, either personally, by written/email request, or by telegraphic or facsimile request confirmed in the manner specified herein for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period indicated in the project manual after the award of the contract. A bidder’s unawarded alternative bids remain open for a period of 90 calendar days after award of contract or acceptance of completed project, whichever come first, as irrevocable offers to enter into either change orders or separate contracts for the stated price adjustment.

F. CORPORATION AS BIDDER:

In case a bid is submitted by a corporation, it shall be signed in the name of such corporation by a duly authorized officer or agent thereof.

G. SALES TAXES:

Sales taxes and any or all taxes and any other City, County, State, or Federal, except property taxes shall be included in the bid. All bids shall include all license fees, permit fees, and other fees to complete this project. See herein for permits, inspections, and assessments required for this project.

H. ADHERENCE:

No bid will be considered that does not strictly adhere to all requirements of these instructions to Bidders. The District reserves the right to waive any irregularities or informalities in any bids or in the bidding process.

I. COMPETENCY OF BIDDERS

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project.

J. BIDS TO BE ACCEPTED BY OWNER:

The lowest bid shall be the lowest total of the bid prices on the base contract and all alternates.

1. After the lowest bidder is determined, the District will select which alternates to award based on which are most advantageous to the District.
2. A bidder's un-awarded alternative bids remain open for a period of up to 90 calendar days or project duration whichever is less, after date of award of contract as irrevocable offers to enter into either change orders or separate contracts for the stated price adjustment.

K. OPENING OF BIDS:

Bids will be opened and publicly read aloud at the time and place set in the Notice to Contractors. The Owner may require such bidder or representative to affirmatively state that he knows the contents of his own bid and that he then believes that such bid is complete and correct in all particulars.

1. At the time set for the opening of bids, the sealed bids will be opened and publicly read aloud at the place indicated in the Notice to Contractors Calling for Bids. However, if this project calls for prequalification of bidders pursuant to Public Contract Code Section 20111.5, only those sealed bids received from bidders who have been prequalified when required herein, for at least one day prior to bid opening shall be opened and publicly read aloud.

L. AWARD OR REJECTION OF BIDS:

The contract shall be awarded to the responsible bidder complying with these instructions. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bids or bidding process. The award, if made, will be made within sixty (60) calendar days after the opening of the bids.

1. If two identical low bids are received from responsive and responsible bidders, the Owner will determine which bid will be accepted pursuant to Public Contract Code Section 20117.
2. If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Agreement and

provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Agreement and provide the required documents.

M. EXAMINATION OF SITE:

The Bidder shall carefully examine the site of the contemplated work prior to submitting a bid proposal and shall have satisfied himself as to the existing conditions and the conditions under which he will be obligated to operate, and/or that will in any manner affect the work under the contract. No allowance will be made subsequently in this connection for items that could be reasonably be inferred to be required to complete project scope from a careful examination of site of the contemplated work as well as plans of existing facilities. Refer to item (D) above for additional requirements.

N. ADDENDA AND BULLETINS:

Any addenda or bulletin items issued during the time of bidding shall be an integral part of the Contract Documents used by the Bidder for the preparation of his bid, all items of addenda and/or bulletins shall be included in the Bid Proposal and shall be made part of the Contract. Delivery of any Addenda or Bulletin in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, delivery by mail to the last known business address of the Contractor, or fax transmittal with telephone confirmation of complete receipt will be considered to be proper service of said documents.

O. PERMITS AND INSPECTIONS:

The Owner, under the Agreement to be executed for this Contract, shall obtain and pay for all permits required for the complete execution of the work and for all inspections that are required by Federal, State or local (City or County) laws, special District requirements and/or ordinances, unless otherwise specified.

P. FORMAL PROTEST OF BID PROPOSAL:

Any bidder having submitted a bid on the project or third party may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

1. The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
2. The protest shall be received by the Owner no later than close of business on the second business day after bid opening; protest(s) received after that time shall not be recognized.
3. Each protest shall contain the following:
 - a. Identification by name, address, and telephone number of the protesting person(s), company and/or organization and identification of the project to which the protest pertains.
 - b. The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.
4. Any protest not conforming to the requirements of this section shall be rejected as invalid.
5. Where a protest is filed in conformity with this section, the Owner's staff or such individual(s) as may be designated by the Owner shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with

- or deny the protest.
6. Submission of a written protest to and receipt of a written decision from the Owner staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.
 7. The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.
 8. The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.
 9. A hearing on the appeal shall be held before the Owner's governing board within 45 days or less of receipt of the appeal.
 10. The Owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
 11. Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

Q. PROCEDURE FOR PROTESTING BEING DEEMED A NON-RESPONSIVE BIDDER.

Any bidder or prospective bidder deemed non-responsible after having submitted a bid may file an appeal of the action to the Owner's governing board or other governing body. The protest must meet all of the following requirements:

1. The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
2. The appeal must be received by the Owner's governing board or other governing body within two business days of the action by Owner giving rise to the protest; one received after that time shall not be recognized.
3. A hearing on the appeal shall be held before the Owner's governing board prior to the award of contract.
4. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
5. Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

R. PRE-AWARD MEETINGS:

The Owner may conduct pre-award meetings to discuss the project with various bidding Contractors, listed Subcontractors, Surety and Owner. Meetings will be held on campus.

S. SCHEDULE OF VALUES:

The Prime Contractor shall provide a draft detailed cost breakdown two (2) calendar days after time of bid opening (refer to section 001291). Failure to provide this complete information shall be grounds of bidder being declared non-responsive.

T. STARTING WORK:

1. Pre-Award Documents: All documents shall be submitted and approved prior to starting work. Failure to provide complete information prior days indicated shall be considered non-responsive and bid bond will be forfeited, and Contractor shall be declared in default. (All days below are calendar days).
 - a. Performance bond and data - 10 days
 - b. Payment bond and data - 10 days
 - c. All insurance certificates - 10 days
 - d. Schedule of Values final - 2 days prior to starting work
 - e. Proof of Contractor's/Subcontractor's license - 10 days
 - f. DVBE, MBE and WBE listing of Contractors/
Subcontractors by dollar volume for this project 10 days
 - g. Drug-free workplace certification 10 days
2. Notice of Award: If awarded the Owner will prepare a Notice of Award within 120 calendar days of bid opening. The Contractor shall provide all the above documents no later than 10 calendar days from the Notice of Award preparation date.
3. Contract: If awarded and Contractor provides the required documents as prescribed herein and documents are accepted and approved by the Owner, the Owner will prepare a contract for execution (copy enclosed herein). The Contractor shall execute and return the contract on or before 7 calendar days of receipt of contract.
4. Notice to Proceed: The Owner shall prepare and deliver to the Contractor a Notice to Proceed. The Contractor shall commence the work within fifteen (15) calendar days after the Notice to Proceed document date, or by special arrangements with the Owner.

PART 2 - PERFORMANCE OF WORK UNDER CONTRACT

A. SUPERVISION:

1. The Contractor and all subcontractors engaged by Contractor will be required to designate one responsible on-site person with authority to receive directions and issue instructions for the orderly prosecution of the work.
 - a. The Contractor shall designate a full time project superintendent.

B. LIQUIDATED DAMAGES:

Should the contractor fail to complete this contract within the time limits fixed for such completion, or within the time limits as may be extended as provided elsewhere in this Project Manual, damages will be sustained by the Owner. It is hereby understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of any by reason of such delays, and it is therefore agreed that the Contractor will pay to the Owner the sum stipulated below for each and every delay beyond the time limit specified or as may be extended, as and for liquidation damages; and in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the contract. Refer to Division Section "Contract Agreement" for amount per calendar day.

C. QUALIFICATIONS OF BIDDERS AND PROOF OF LICENSE:

Plans, Project Manual and Bid Proposal forms will only be issued to those Contractors who have the following qualifications:

1. Valid State Contractors license of the type required to perform the work of this Contract, and
2. Written proof of ability to provide the required Bonds and Insurance Certificate.

3. A generally recognized record for satisfactory execution of Contracts of similar sizes and character.
4. Contractor's License: Prior to award of this contract for work to be performed by the Contractor, as defined by Section 7026 of the Business and Professions Code, the Contractor shall prove he or she is licensed in a classification appropriate to the work to be undertaken. Contractor shall present his or here pocket license or certificate of licensure and provide a signed statement which swears, under penalty of perjury, that the pocket license or certificate of licensure presented is his or hers, is current and valid, and is in a classifications appropriate to the work to be undertaken.
Within 10 days of award of contract, Contractor shall provide same information for all subcontractors who will be working on or at this project. First Pay Request will not be approved until this is completed and documented accepted by the Architect.
5. "Pursuant to the requirements of SB 1362 and California Labor Code section 3099.2, all employees performing electrical work for a subcontractor holding a C-10 license must be certified. If employees working on project are found to be not certified, they shall be immediately removed. Failure to provide proof of this documentation on all employees will be considered a violation and subject the subcontractor to corrective action up to and including being removed from the project."

D. BUILDING CODE REQUIREMENTS:

1. All work performed under this Contract shall conform with the applicable portions and editions of the following codes:
 - a. California Code of Regulations--CCR, Title 24, Building Standards Code.
 - b. Public Health Code of the California State Department of Public Health and Local Health Department.
 - c. California Occupational Safety and Health Act (CAL/OSHA).
 - d. Rules and regulations of the State and Local Fire Marshals.
 - e. Safety Orders of the Industrial Accident Commission, State of California.
 - f. All laws governing the employment of labor, posting of minimum wage rates, and accident prevention.
 - g. Refer to Section 014300 - Governing Agency for additional items.
 - h. American's with Disability Act, Federal law.
2. Requirements of enforcing authorities may supersede requirements of the above laws and regulations, and nothing in the Contract Documents shall be construed to permit work not conforming to applicable codes.
3. All of the above laws and regulations, are as much a part of this contract as if they were incorporated in their entirety herein.

E. BID, PERFORMANCE AND PAYMENT BONDS:

General Contractor shall take out and maintain Bid, Performance and Payment bonds as indicated in Section 004313 "Bonds and Certificates Required."

F. WORKER'S COMPENSATION INSURANCE:

The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees employed on the project and he shall require all subcontractors similarly to provide Worker's Compensation Insurance. Refer to Section 004313 "Bonds and Certificates Required".

G. LIABILITY INSURANCE:

The Contractor shall take out and maintain at all times during the performance of the work under this Contract, through companies and Agencies approved by the Owner, and containing provisions satisfactory to the Owner, the following insurance (refer to Section 004313 "Bonds and Certificates

Required"):

1. Public Liability Insurance.
2. Automobile Liability Insurance.
3. Contractual Liability Insurance.

H. "ALL RISK" INSURANCE:

The Contractor shall purchase and maintain "All Risk" property insurance upon the entire Work at the site. Refer to Section 004313 "Bonds and Certificates Required" for type required by this project.

I. CERTIFICATES OF INSURANCE:

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner. Refer to Section 004313 "Bonds and Certificates Required".

J. ASSIGNMENT OF ANTITRUST AND UNFAIR BUSINESS PRACTICE CLAIMS IN PUBLIC WORKS CONTRACTS:

1. In accordance with Section 7103.5(b) of the Public Contract Code, the Contractor and subcontractor shall conform to the following requirements. In entering into public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

K. ASSIGNMENT OF ANTITRUST AND UNFAIR BUSINESS PRACTICE CLAIMS IN PUBLIC PURCHASING CONTRACTS:

1. In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

L. DRUG FREE WORKPLACE CERTIFICATION:

Pursuant to Government Code Section 8350 and following sections, the successful bidder will be required to execute and return to Owner the Drug-Free Workplace Certificate contained in the Contract Documents with the executed Construction Agreement. The bidder will be required to take positive measures outlined in the certificate to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties, including termination of the Construction Agreement or suspension of payment under the Construction Agreement. No tobacco smoking on construction sites and other smoking is allowed only in designated spots only.

M. ASBESTOS-CONTAINING PRODUCTS:

1. Contractor agrees that asbestos-containing products or materials will not be used or substituted in performing work under the Agreement.
2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no asbestos-containing products or materials were used or substituted in performing work under the Agreement.

N. PCB-CONTAINING PRODUCTS & LEAD PLUMBING ITEMS:

1. Contractor agrees that lead plumbing domestic water items, other lead containing products, asbestos, PCB-containing products or materials will not be used or substituted in performing work under the Agreement.
2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no lead plumbing domestic water items, no other lead containing products, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

O. PRELIMINARY NOTICE, STOP NOTICE, STOP NOTICE RELEASES AND ALL OTHER LEGAL NOTIFICATIONS:

Preliminary Notices and all other legal notifications must be served with the Contractor, Owner and Architect:

Owner: Lake Tahoe Community College District Office
Attn: Russi Egan
One College Drive
South Lake Tahoe, CA 96150
(530) 541-4660

Architect: LPAS
2484 Natomas Park Drive, Suite 100
Sacramento, CA 95833
Attn.: Tracy Hart
Phone: (916) 443-0335

Contractor: - TBD -

END OF SECTION 002113

BID PROPOSAL

Bids will be received at the Lake Tahoe Community College Purchasing Office, Room A110, One College Drive, South Lake Tahoe, CA 96150, **Tuesday, January 28, 2020; until 2:00 pm.**

Submitted to:

Submitted by:

Board of Trustees

Lake Tahoe Community College District

South Lake Tahoe, California

Name of Firm

Board Members:

Having carefully examined the Advertisement for Bids, Instructions to Bidders, General Conditions to the Contract, Supplementary Conditions, Special Conditions, Specifications and Drawings entitled - **ART LAB AIR QUALITY** – Lake Tahoe Community College - located in South Lake Tahoe, California, as well as the premises and the conditions affecting the work, including Addendum(a) No(s) _____, inclusive, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

BASE BID

\$

The undersigned understands that all documents required prior to starting work shall be provided no later than 10 days from the Notice of Award preparation date.

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within fifteen (15) calendar days of the Notice to Proceed date, unless noted otherwise. The undersigned further agrees that this bid may not be withdrawn for a period of one hundred twenty (120) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete it within **120** calendar days plus any extensions of time, as provided for in the General Conditions of the Contract; failing to complete the work within the above stipulated time, he agrees to be bound by the conditions as set forth in the Supplementary Conditions, Article 17, and Instructions to Bidders - Section 002113.

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

The undersigned confirms there are no clerical errors in preparation of this bid proposal.

The undersigned hereby certifies that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

Enclosed find () Bid Bond () Certified Check () Cashier's Check for 10% of the amount bid.

ALTERNATES:

1. Cost for 360 sf of concrete slab (as described below): \$ _____

Concrete slab/pad for equipment to be Sierra Tahoe Ready Mix Formula M70A (or equal).
Rebar to be #4, Grade 40 or better.

Installation:

Pressure wash existing slab prior to rebar installation.

Install 7" long, vertical rebar dowels into existing slab with 3" embedment at 4' on center (o.c.) each direction.

Install rebar mat at 2' o.c. each direction. Tie each intersection with wire.

Form, pour, and finish approximately 360 square feet of slab 7"-8" (thickness varies). Use vibrator to consolidate concrete.

Finish exposed surfaces smooth with light broom finish.

2. Provide unit cost for additional slab (per square foot): \$ _____/sf

SUBCONTRACTOR LIST:

Pursuant to the Provisions of the Public Contracts Code Sections 4100 to 4107 inclusive, every bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. If a Contractor is not listed and the work is more than one-half of one percent (1/2 of 1%) of the Bidder's total bid, he agrees to perform that portion himself. The following is the list of subcontractors:

<u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>DIR REGISTRATION NUMBER</u>	<u>LOCATION OF BUSINESS</u>

I declare, under penalty of perjury, that information provided and representations made in this bid are true and correct and that this declaration was executed on _____, at _____,
(date) (city)
_____, California.
(county)

Respectfully submitted,

Corporate Seal
If Applicable

Name of Firm

Individual, Partnership, Corp.**

By _____

Address _____

Phone (_____) _____

Fax (_____) _____

License Type & Number/Exp. date

DIR Registration # & Exp. date

No bid is valid unless signed by the person making the bid.

** State whether your firm is a corporation, a co-partnership, private individual, or individuals, doing business under a firm name. If the bidder is a partnership, the bid should be signed with the partnership name and by one of the authorized partners. If the bidder is a corporation, it should be signed by a person authorized to execute bids on behalf of the corporation.

BID BOND

Be advised that we, _____
as Principal ("Principal") and _____

_____ a corporation duly licensed to transact business under the laws of the State of California as Surety ("Surety") are firmly bound to _____ as Obligee ("Obligee") in the sum of \$ _____ for the payment of which the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by this Bond.

The Principal has submitted a bid for _____.

The condition of our obligation is this: if the Principal is awarded the contract upon its proposal, and shall, within the required number of days after the notice of award, execute a contract with the Obligee in accordance with the contract documents, submit the required payment and performance bonds, and provide all other required documents, then this obligation shall be null and void; but in the event that the Principal fails and/or refuses to execute and deliver those documents, this bond will be charged with the costs of the damages experienced by the Obligee as a result of that refusal, including but not limited to, publication costs, the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the amount is in excess of the former; building lease or rental costs, transportation costs, professional service costs, and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum indicated above.

The Surety, for value received, stipulates and agrees that its obligations and its bond shall not be impaired or affected by an extension of the time within which the Obligee may accept such bid; and Surety waives notice of any time extension.

Dated: _____ PRINCIPAL
By: _____
Title: _____

Dated: _____ SURETY
By: _____
Title: _____

NON-COLLUSION AFFIDAVIT
Lake Tahoe Community College – ART LAB AIR QUALITY

To: LAKE TAHOE COMMUNITY COLLEGE DISTRICT
One College Drive
South Lake Tahoe, CA 96150

State of California)
) ss.
County of _____)

_____, being duly sworn, deposes and says:

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

(Firm Name)

(Printed Name - Authorized Agent)

(Signature - Authorized Agent)

Subscribed and sworn to before me on _____, 20 _____.

Notary Public

NOTARY SEAL

**PUBLIC WORKS CONTRACTOR REGISTRATION LAW (SB-854) AND
PREVAILING WAGE COMPLIANCE CERTIFICATION:**

Lake Tahoe Community College – ART LAB AIR QUALITY

To: LAKE TAHOE COMMUNITY COLLEGE DISTRICT
One College Drive
South Lake Tahoe, CA 96150

In submitting this proposal, I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages; benefits; on-site audits with 48-hour notice; payroll records; registration with the DIR per SB-854 guidelines and, apprentice and trainee employment requirements. I will submit CPR's online electronically as prescribed by the Labor Commissioner.

Contractor (type or print)

Contractor's signature

Dated

**CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION
Lake Tahoe Community College – ART LAB AIR QUALITY**

To: LAKE TAHOE COMMUNITY COLLEGE DISTRICT
One College Drive
South Lake Tahoe, CA 96150

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this contract.

Dated:

CONTRACTOR

By: _____

Title: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
END OF SECTION 004113

SECTION 004313 - BONDS AND CERTIFICATES REQUIRED

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
 1. Performance Bond.
 2. Payment Bond.
 3. Bid Bond.
 4. Worker's Compensation Insurance.
 5. Comprehensive General Liability Insurance.
 6. All-Risk Builder's Risk Insurance.
 7. Automobile Insurance.
 8. Evidence of Insurance.
 9. Additional information as required to proof bonds/insurance meets requirements.
 10. Performance Bond and Payment Bond forms.
 11. Drug free workplace certification.
 12. Preliminary Notices

1.3 PRESUMPTION OF QUALIFICATIONS

- A. All surety companies with a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and qualified to do business in California shall be presumed to be satisfactory to the DISTRICT for the issuance of insurance and bonds. In the alternative, any surety company who satisfies the requirements set forth in California Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with conditions of the Contract, Division 0, and Division 1 Specification Sections.
- B. Provide the following additional items with Performance and Payment Bonds:
 1. Proof of Surety to do business in California as a California-admitted Surety for Bonds and Insurance.
 2. Telephone number, with area code, to contact Surety direct and name of person to contact.
 3. Surety/Insurance meets requirements of California Code of Civil Procedures Section 995.660.
- C. Evidence of Insurance.
 1. Before the work is started, the Contractor shall forward to the Architect three (3) copies of a Certificates of Insurance and all the Contractual Liability coverage called

for in the Contract Documents is in force, and specifically covers this particular Contract with the Owner, including the hold harmless requirements. In addition, the Certificates shall contain the following:

- a. "No cancellation of this policy or endorsement of same shall be effective until; until the thirtieth (30th) day following the receipt of notice of such cancellation of the policy or endorsements by the Owner."
 - b. Provide additional insured on (Form B) as issued by Insurance Services Office, Inc. List names of those required here in this Project Manual.
 - c. Certificates of Insurance shall contain transcripts from the policies authenticated by the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location of and the operations to which the insurance applies, the expiration date and the thirty (30) day NOTICE OF CANCELLATION CLAUSE.
2. The Contractor must certify to the Owner that he has obtained similar certificates or memorandum evidence of insurance from each of his Subcontractors before their work commences. Each subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor. All policies shall name architect and consulting engineers as additional insured.
- D. Provide the following items with evidence of insurance for all insurance policies for this project:
1. Proof insurance Underwriter is qualified to do business in California.
 2. The insurance required must be written by a Best's Key Rating Guide "A-VIII" or better rated carrier admitted to write insurance in the state where the work is located at the time the policy is issued or satisfies requirements set forth in California Code of Civil Procedures Section 995.660.
- E. Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor, subcontractors and/or others doing work or providing materials and service for this project.

1.5 INDEMNIFICATION

- A. CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

1. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work

- called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
2. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
 3. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, architects or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

- B. In any and all claims against the Owner or the Architect or Architect's Consultants, or any of their employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or by any Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Paragraph shall not extend to the liability of the Architect, the Architect's consultants or any of their agents or employees arising out of 1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or, 2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants or any of their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
- D. Additional Insured: The Contractor to name the following as additional insured on the Contractor's policy or policies of comprehensive general liability insurance:
 1. Lake Tahoe Community College District
 2. Board of Trustees-officers-officials
 3. Lake Tahoe Community College employees, consultants, inspectors, and volunteers
 4. Architect and Architect's consultants, its agents and employees

Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by Architect, Architect's consultants, or its agents and employees, and shall provide that the Architect be given thirty days, unqualified written notice prior to any cancellation thereof.

1.6 WAIVER OF SUBROGATION

Contractor hereby agrees to waive subrogation which any insurer or contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the district for all work performed by the contractor, its employees, agents and subcontractors.

1.7 GENERAL

In the absence of contrary written instructions from the Owner, the Contractor at the Contractor's expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the Owner, and with limits not less than those stated hereinafter.

PART 2

2.1 PERFORMANCE BOND/PAYMENT BOND

- A. Coincident with the signing of the agreement by the Contractor, he shall sign with his sureties and deliver with said Agreement to the Owner for approval, a bond in the standard form with good and sufficient sureties, in an amount of not less than One Hundred Percent (100%) of the Contract Price, conditioned for the completed and Faithful Performance of the entire contract under and in accordance with each and every one of the conditions and specifications and a bond in the amount of One Hundred Percent (100%) of the Contract Price covering Labor and Material. The Contractor's Bonds shall include reimbursement to the Owner for whatever additional Architect's fees may be incurred by reason of the delinquency or insolvency of the Contractor.

Performance Bond shall insure the Owner of full and prompt performance of Contract during construction and for one (1) year after recording Notice of Completion.

1. Surety shall be California admitted.
2. Surety shall provide proof of ability to bond amount equal to or exceeding project cost.
3. Refer to Presumption of Qualification for additional requirements.

2.2 BID BOND

- A. Each bid shall be accompanied by a certified or cashier's check payable to the OWNER, or a satisfactory bid bond in favor of company as surety, in an amount not less than ten (10%) percent of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the Bidder shall execute the Contract, if it is awarded to him, in conformity with the Contract Documents and shall provide the surety bond or bonds as specified within ten (10) calendar days after notification of the award of the Contract to the Bidder. The security shall be forfeited to the OWNER should the Bidder to whom the Contract is awarded fail to execute the Agreement and provide the bonds within ten (10) calendar days of award. Copies or faxes of bid bond signatures will not be accepted. Bid bond shall be executed by contractor principal and surety, both with wet signatures and seal. The attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bond a certified and current copy of his power of attorney. The Surety Company issuing the Bid Bond shall be California admitted in the State of California and U. S. Treasury listed.

2.3 WORKER'S COMPENSATION INSURANCE

- A. Contractor shall provide, during the term of this Contract, Worker's Compensation Insurance for all of his employees engaged in Work under this Contract, on or at the site of the project, and in case any of his work is sublet, Contractor shall require the Subcontractor to provide Worker's Compensation Insurance for all of his employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the project, is not protected under the Worker's Compensation laws, Contractor shall provide or cause a Subcontractor to provide, adequate insurance coverage for the protection of those employees not otherwise protected. Contractor shall file, with the Owner, certificates of insurance.
1. The Worker's Compensation Insurance shall be written by a company California admitted in the State of California, and shall be written for not less than the following, as established by the Owner, or greater if required by law.
 2. Provide employer's liability endorsements:
 - a. State workers' compensation statutory benefits - policy limits of not less than \$1,000,000.00.
 - b. Employer's Liability - policy limits of not less than \$1,000,000.00.
 - 1) Per accident for bodily injury or disease. If the contractor maintains higher limits that the minimums shown herein, then, District shall be entitled to coverage for the higher limits maintained by the contractors.

2.4 COMPREHENSIVE GENERAL LIABILITY INSURANCE

- A. Commercial General Liability Insurance in Contractor's name, with personal injury limits indicated herein for combined Single Limit per occurrence coverage and annual aggregate. The policy is to be on a Comprehensive General Liability form and must include Contractual Liability endorsed to specifically cover an Indemnity Agreement contained in the Contract. The Comprehensive General Liability coverage may be provided on an "occurrence" form or a "claims made" basis. If the coverage is on a "claims made" basis, the policy shall provide for a non-cancelable 5 year extended reporting period.
1. The Contractor shall carry such public liability and property damage insurance that will protect the Contractor, Owner, Architect and Engineers from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either party. The limits of coverage shall be as stated herein.
 2. In the event that any suits, actions, or claims are brought against the Owner, Architect, and/or Architect's Consultants, money equal to the "claim amount may be withheld from payments due the Contractor under and by virtue of this contract as may be considered necessary by the Owner for such purpose. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate public liability and property damage insurance has been obtained.
 3. The policy shall include coverage for the following:
 - a. Premises - operations
 - b. Contractual liability
 - c. Products

- d. Completed operations
- e. Broad form PD and including X, C and U coverage
- f. Personal injury
- g. Owners, contractors protective

2.5 CONSTRUCTION ALL-RISK BUILDER'S RISK INSURANCE

- A. The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Architect and his Consultants, Contractor, Subcontractors and Sub-subcontractors in the Work, and shall be a standard insurance Services Office all physical loss coverage, including fire and extended coverage, vandalism and malicious mischief coverage for an amount equal to One Hundred Percent (100%) of the completed value of entire project. If not covered under the "builder's risk" insurance or otherwise provided for in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by and of the above causes before final acceptance and shall bear the expense thereof. Policy shall have limits equal to 90% of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms, and the equipment as are not owned or rented by the Contractor, the costs or which are included in the cost of the work. Such insurance shall be maintained for the life of the contract.
- 1. If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Notice of Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use by the Owner shall not be unreasonably withheld.
 - 2. The policy value for remodel and similar projects shall be the construction contract amount.

2.6 AUTOMOBILE LIABILITY INSURANCE

- A. Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than amount indicated herein for Combined Single Limit per occurrence. Provide CSL, BI and PD coverage for owned, non-owned and hired autos.
- 1. Provide owned, non-owned and hired automobile insurance endorsement.

2.7 DRUG FREE WORKPLACE CERTIFICATION

- A. Pursuant to Government Code Section 8350 and following sections, the successful bidder will be required to execute and return to Owner the Drug-Free Workplace Certificate contained in the Contract Documents with the executed Construction Agreement. The bidder will be required to take positive measures outlined in the certificate to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties, including termination of the Construction Agreement or suspension of payment under the Construction Agreement.
1. Submit certification with required documents as prescribed herein on form provided herein.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall not commence work under this Contract until he has obtained and paid for all insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until such insurance required of the Subcontractor has been so obtained and accepted.

3.2 PRELIMINARY NOTICES

- A. Subcontractor and Materialmen with contractual relationship with the contractor:
1. If a subcontractor, material men and lower tier subcontractor files his 20-day preliminary notice and is not paid after 10 days of supplying labor and materials, the subcontractor can file a stop notice with the public entity to withhold the disputed amount from the general contractor. The public entity will only release the withheld amount to the general contractor once a stop notice release is received from the claimant attesting that payment for service has been rendered.
 - a. A prime contractor or subcontractor shall pay to any subcontractor, not later than (7) seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount or as prescribed by California Law.
 2. However, if a subcontractor does not file a 20-day preliminary notice, provides labor and services, and is not paid, the subcontractor is ineligible to file a stop notice with the public entity. The subcontractor must wait until the project is completed or until a NOC is filed to submit a claim to the surety for payment of services. This means, that even if a project is not completed until a year after an unpaid subcontractor provides labor or materials, but the subcontractor did not file a 20-day preliminary notice, that subcontractor will have to wait a year before receiving payment through a surety. In this case, the subcontractor can make a claim **within 15 days** after recordation of a NOC, or if no NOC has been recorded, up to 75 days after completion of the work of improvement.

B. Subcontractor and Materialmen with no direct contractual relationship with contractor:

1. If the preliminary notice was required to be given by a person who has no direct contractual relationship with the contractor, and who has not given notice as provided by California Law, that person may enforce a claim by giving written notice to the surety and the bond principal, as provided by California Law, **within 15 days** after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75 days after completion of the work of improvement

C. Notices:

1. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, and postage prepaid and addressed as prescribed herein the Project Manual. Nothing herein contained shall preclude the giving of any such notice by personal service.

BONDS AND CERTIFICATES SCHEDULE

- | A. | Bonds: | <u>Amount</u> |
|----|----------------------------------|---------------|
| | 1. Performance Bond/Payment Bond | 100% Contract |
| | 2. Bid Bond | 10% Contract |
- B. Insurance:
1. Worker's Compensation Insurance per State of California policy limits of not less than \$1,000,000.00.
 - a. Employer's Liability Endorsement \$1,000,000 min.
 2. Comprehensive General Liability:
 - a. Combined single limits for bodily injury and property damage:
\$2,000,000 - Each Occurrence
\$4,000,000 - Annual Aggregate
 - b. Personal Injury, with Employment Exclusion deleted.
 - c. Include coverage of the following:
 - 1) Premises - operations
 - 2) Contractual liability
 - 3) Products
 - 4) Completed operations
 - 5) Broad form PD and including X, C and U coverage
 - 6) Personal injury
 - 7) Owners, contractors protective
 3. All-Risk Builder's Risk Insurance: Shall be written for the full amount of the Contract amount.
 4. Comprehensive Automobile Liability:
 - a. Combined single limits for bodily injury and property damage:
\$1,000,000 - Each Occurrence
 - b. Hired Automobile Liability Endorsement.
- C. Bond Forms:
1. Performance Bond (following page).
 2. Payment Bond (next following page).
- D. Drug Free Workplace Certification: Submit with executed agreement and related documents.

PERFORMANCE BOND

BE ADVISED THAT:

The _____ of _____ County, California ("District") has awarded to _____ as Principal ("Principal"), the contract for the work described as follows:

Project Name: _____
Architect's Project No.: _____
District Name: _____

The Principal is required to furnish a Bond in connection with the contract guaranteeing faithful performance;

We the undersigned Principal and _____ as Surety are held and firmly bound to the District in the sum of _____ to be paid to the District; for which payment we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is this: that if the Principal, its heirs, executors, administrators, successors, or assigns, well and truly perform the covenants, conditions, and agreements in the contract and any alterations made as provided in it, at the time and in the manner specified, and indemnifies and holds harmless the District, its officers, and agents, as stipulated in the contract, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, stipulated and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed or the specifications shall in any way affect its obligation on this Bond, and it waives notice of any change, extension of time, alteration, or addition to the terms of the contract, the work, or the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fees, to be fixed by the Court.

AS WITNESS, we have affixed our signatures and seals this ____ day of _____, 20__.

(Principal Seal)

PRINCIPAL

By: _____

Title: _____

(Surety Seal)

SURETY

By: _____

Title: _____

Name, Address & Telephone No.
of California Agent of Surety

PAYMENT BOND

BE ADVISED THAT:

The _____ of _____ County, California ("District") has awarded to _____ as Principal ("Principal"), the contract for the work described as follows:

Project Name: _____
Architect's Project No.: _____
District Name: _____

The Principal is required by Chapter 7 (commencing at Section 3247), of the California Civil Code to furnish a bond in connection with the contract;

Therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of: _____ dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this obligation is such that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to their work and labor the Surety or Sureties will pay for them, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this Bond, all litigation expenses incurred by the District, including reasonable attorney's fees, architect's fees, court costs, expert witness fees, and investigation expenses.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor materials, or equipment for it, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under the contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit it is given, and under no circumstances shall Surety be released from liability to those for whose benefit the Bond has been given, by reason of any breach of contract between the Owner or District and original contractor or on the part of any Obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3181 of the California Civil Code, and has not been paid the full amount of his claim and that Surety waives notice of any change, extension of time, addition, alteration, or modification mentioned above.

Any claim under this Bond may be addressed to:

(Name, Address and Telephone
Number of Surety)

(Name, Address and Telephone
Number of Agent or
Representative)

AS WITNESS, we have affixed our signatures and seals this _____ day of _____, 20____.

(Principal Seal)

PRINCIPAL

By: _____

Title: _____

(Surety Seal)

SURETY

By: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT: _____
DISTRICT: _____

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

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

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Legal Name of Contractor

Signature

Title

Date

Print Name

END OF SECTION 004313

NOTICE OF AWARD AND REQUEST FOR SUBMITTAL OF BONDS AND INSURANCE

This notice shall confirm your notification of award. The items below are required to be submitted prior to Notice to Proceed being issued. Per Contract Documents, you have 10 days from the Notice of Award date to provide the following:

Project: _____
 Project No: _____
 District: _____
 Contractor: _____

Notice of Award Date: _____
 Initial Request Date: _____
 Date Due: _____
 Date Received - Initial: _____

Required Documents:	Date Completed	REQ	NA	By Others
1 Performance Bond for 100% of the contract amount	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Payment Bond for 100% of the contract amount	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Bond Company State of California Certificate of Authority	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Bond document US Treasury listing proof	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Bond document Power of Attorney and Proof to sign documents	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Bond document proof of ability to bond within capacity (memo)	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Bond proof/ valid & issued from underwriter (add to memo #6)	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Bond Best Report	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Workers Compensation & Employers Liable Endorsement	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Comprehensive General Liability Insurance - \$ 2,000,000 aggregate	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 Additional insured per item 1.5.D with binders	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 All Risk Builders Insurance, Construction Cost Amount	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 Memo from Contractor that all subs have same type of insurance	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 Proof of License (copy - front and back of pocket license)	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15 DIR Registration verified	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16 MBE/ WBE voluntary compliance information and percentages	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17 Comprehensive automobile liability - \$ 1,000,000	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18 Executed contracts (3 copies) original signature by Contractor	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19 W-9 Request for Taxpayers ID Number and Certification	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20 Other items and notes for complete package	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Drug Free Workplace Certification	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

cc: Contractor/ Owner/ File

SECTION 004318 - PREVAILING WAGE RATES AND APPRENTICESHIP REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 WAGES RATES AND PAYROLL RECORDS

- A. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2, of the California Labor Code, OWNER has ascertained the general prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the work of the Project in the locality in which this public work is to be performed. The general prevailing rates of per diem wages are available at OWNER's office. CONTRACTOR is responsible to pay those rates determined to be applicable by the Director of Industrial Relations and OWNER shall not be responsible for any damages arising from the error.
- B. When permitted by law, specific holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.
- C. CONTRACTOR shall pay and shall cause to be paid to each worker engaged in work on the Project not less than the general prevailing rate of per diem wages, regardless of any contractual relationship which may exist between CONTRACTOR or any Subcontractor and such workers.
- D. Pursuant to Labor Code Section 1775, CONTRACTOR shall forfeit and OWNER shall withhold from payments to CONTRACTOR not more than \$200 for each calendar day any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR on the Project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates shall be paid to each worker by CONTRACTOR.
- E. Any worker employed to perform work on the Project which is not covered by any classification available in OWNER's office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.
- F. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel, subsistence, apprenticeship, and similar purposes.
 - 1. Jobsite interviews may be conducted periodically by an independent enforcement agency throughout the duration of the project. The Contractor shall allow the enforcement agency access to the project and access to workers during working hours to confirm prevailing wage rates and apprenticeship requirements are complied with.
 - 2. Request for exemption from prevailing wage requirements shall be made (3) three business days prior to bidding in time for the Architect to issue an addendum to communicate information to bidders. Request for exemption will not be accepted

after above mentioned date.

- G. At appropriate conspicuous points on the site of the Project, CONTRACTOR shall post a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- H. CONTRACTOR shall submit a breakdown of all labor costs for this Project by trade. This breakdown shall be for all labor that CONTRACTOR or any subcontractor supplies to the Project. This information shall be provided to OWNER before the first payment request after the Notice to Proceed has been issued. Failure to provide the labor cost breakdown will result in delay in processing the payment request until the complete cost breakdown is provided by CONTRACTOR and received and approved by OWNER. No other labor expenses will be considered unless approved in writing by OWNER.
- I. Pursuant to the provisions of Labor Code Section 1776, CONTRACTOR shall keep and shall cause each Subcontractor performing any portion of the work on the Project to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the Project.
- J. The payroll records required under this article shall be certified. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). All payroll records shall be available for inspection at all reasonable hours at CONTRACTOR's principal office on the following basis:
 - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;
 - 2. A certified copy of all required payroll records shall be made available for inspection or furnished upon request to a representative of OWNER, the Division of Labor Standards Enforcement, and/or the Division of Apprenticeship Standards of the Department of Industrial Relations;
 - 3. A certified copy of all payroll records required under this article shall be made available for inspection or copies made upon request by the public; provided, however, that a request by the public shall be made through either OWNER, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph above, prior to being provided the records, the requesting party shall reimburse the costs of preparation by CONTRACTOR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at CONTRACTOR's principal office.
 - 4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
 - 5. The form of certification shall be as follows and included with each and every payment request:

I, _____ (printed name), the undersigned, am the _____ (position in business) with the authority to act for and on behalf of _____ (name of business and/or CONTRACTOR), and verify under penalty of perjury that the records or copies submitted and consisting of _____ (description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll

record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature: _____

- K. CONTRACTOR shall file a certified copy of the required payroll records with the entity requesting the records within 10 days after receipt of a written request. In the CONTRACTOR shall forfeit \$100 for each calendar day, or portion of each calendar day, for each worker until strict compliance is effectuated. Upon request by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- L. Payroll records made available for inspection as copies and furnished upon request to the public by OWNER, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of CONTRACTOR shall not be marked or obliterated.
- M. CONTRACTOR shall inform OWNER of the location of the payroll records, including the street address, city, and county, and within five working days shall provide a written notice of a change of location and address.
- N. It shall be CONTRACTOR's responsibility to ensure compliance with the provisions of this article and the provisions of Labor Code Section 1776.
- O. In addition to the above items, the Contractor shall submit a certificate, that the Contractor has in their possession certified weekly payroll records with each pay request for all workers on-site. Contractor shall maintain copies of contractor, subcontractor and sub-subcontractor's certified payroll records on file for seven years after date of Notice of Completion.
- P. Contractor shall certify with each and every pay application that current prevailing wage payroll documents are on file at their office.

1. The form of certification to accompany each pay request application shall be as :

I, _____ (printed name), the undersigned, am the _____ (position in business) with the authority to act for and on behalf of _____ (name of business and/or Contractor), and verify under penalty of perjury that the certified weekly payroll records are on file at the following address and available for inspection during normal business hours and all contractors and subcontractors have furnished electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Dated: _____ Signature: _____
Street _____ City _____ State _____

1.2 APPRENTICES

- A. CONTRACTOR acknowledges and agrees that the Contract Documents are governed by the provisions of Labor Code where applicable. It shall be CONTRACTOR's responsibility to ensure compliance with this article and with Labor Code for all apprenticing occupations.
- B. Apprentices of any crafts or trades may be employed, and when required by Labor Code, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- C. Every apprentice shall be paid the prevailing rate of per diem wages for apprentices in the

trade to which the apprentice is registered, and shall be employed only at the work of the craft or trade to which the apprentice is registered.

- D. Only apprentices as defined in Labor Code Section 3077 who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards, and who are parties to written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which the apprentice is in training, or (2) the rules and regulations of the California Apprenticeship Council.
- E. Pursuant to Labor Code, CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade performing any work under the Contract Documents shall employ apprentices in at least the ratio set forth in Labor Code, and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the project site for a certificate approving CONTRACTOR or Subcontractor under the applicable apprenticeship standards for the employment and training of apprentices in the area of industry affected.
- F. Prior to commencing work on the Project, CONTRACTOR shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the project site. The information submitted shall include an estimate of journeyman hours to be performed on the Project, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to OWNER if requested. Within 60 days after concluding work on the Project, CONTRACTOR and all Subcontractors shall submit a verified statement of the journeyman and apprentice hours performed on the Project to the awarding body, if requested, and to the apprenticeship program. This information shall be public.
- G. If in performing any of the Work, CONTRACTOR employs journeymen or apprentices in any apprenticeable craft or trade, CONTRACTOR shall contribute to the California Apprenticeship Council the same amount that the Director of Industrial Relations determines is the prevailing amount of apprenticeship training contributions in the area of the Project, subject to any credits permitted by law.
- H. If CONTRACTOR or any Subcontractor is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Labor Code, it shall:
 - 1. Forfeit as a civil penalty an amount not exceeding \$100 (\$300 for knowing subsequent violations) for each full calendar day of noncompliance. Notwithstanding Labor Code Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief of the Division of Apprenticeship Standards, OWNER shall withhold the amount of the civil penalty from contract progress payments then due or to become due.
 - 2. In lieu of the monetary penalty, for a first-time violation and with the concurrence of a specified apprenticeship program, the Chief of the Division of Apprenticeship Standards may order CONTRACTOR or any Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
 - 3. In the event CONTRACTOR or any Subcontractor is determined by the Chief of the Division of Apprenticeship Standards to have knowingly committed a serious violation of any provision of the Labor Code, the Chief of the Division of Apprenticeship Standards may also deny CONTRACTOR or any Subcontractor, and their responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and up to three years for a subsequent violation.

CONTRACTOR or any Subcontractor (or responsible officer) shall have the right to obtain a review of the determination imposing a debarment or civil penalty as provided by law.

- I. CONTRACTOR and all Subcontractors shall comply with Labor Code, which forbids certain discriminatory practices in the employment of apprentices.
- J. CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

1.4 HOURS OF WORK

- A. CONTRACTOR shall furnish, and shall require all Subcontractors to furnish, sufficient forces to ensure the Work is prosecuted in accordance with the detailed project schedule without payment of overtime wage rates whenever possible.
- B. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by CONTRACTOR, or by any subcontractor, upon the Work or upon any part of the work contemplated by the Contract Documents is limited and restricted to eight hours per day and 40 hours during any one week. Upon completion of all hours worked in excess of eight hours per day, work shall be permitted upon this Project at not less than one and one-half times the basic rate of pay.
- C. CONTRACTOR shall keep, and shall cause all subcontractors to keep, an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all reasonable hours to the inspection of OWNER and to the Division of Labor Standards Enforcement, Department of Industrial Relations.
- D. Saturdays, Sundays, holidays (including all OWNER designated holidays), and any day with work hours before 7:00 AM and/or after 10:00 PM. shall be considered overtime for OWNER's representatives, consultants, and inspectors, and shall be compensated as such by CONTRACTOR per OWNER's submitted invoice. Such cost shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.
- E. As a penalty, CONTRACTOR shall pay \$100 to the Awarding Body for each worker employed by CONTRACTOR or by any subcontractor in the performance of the Contract Documents for each calendar day during which the worker is required or permitted to work more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- F. Any work performed before or after regular working hours or on Saturdays, Sundays, or holidays (including all OWNER designated holidays) shall be performed without additional expense to OWNER. Should inspection or testing services be necessary on a Saturday, Sunday, or holiday (including all OWNER designated holidays), CONTRACTOR shall pay all additional expenses incurred. Such cost shall be billed to CONTRACTOR and deducted from the next payment.
- G. CONTRACTOR shall anticipate work that would occur outside the normal work hours of 7:00 AM to 10:00 PM. Such activities would include but are not limited to early morning concrete pours (because of hot weather), early or late material deliveries, required off-site inspections, or any other activity that would require the Project Inspector or OWNER personnel to work longer than an eight-hour day.

- H. The Project Inspector cannot leave the Project after eight hours of work if work requiring inspection/ observation is ongoing so CONTRACTOR would not have to pay overtime. If the extended work day is a result of CONTRACTOR'S work, the Project Inspector will perform his/her DSA assigned work as necessary to assure the Project is kept on schedule and CONTRACTOR is responsible to pay all costs associated with fulfilling these DSA assignments, including the Project Inspector's overtime. These costs shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment. Overtime rate for inspector shall be 1.5 times current district/ inspector contract hourly rate on weekdays and 2 times hourly rate on weekends.
- I. Inspector is onsite Tuesday- Thursday for inspections and observations of work. Contractor shall coordinate required inspections as deemed by Division of the State Architect and applicable codes on these days.

1.5 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

- A. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.
 - 1. Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - a. Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - b. Must have Contractors State License Board license if applicable to trade.
 - c. Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - d. Must not be under federal or state debarment.
 - e. Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
 - 2. The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
 - 3. DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- B. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- C. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- D. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

A. All contractors and subcontractors must furnish electronic certified payroll records (CPRs) directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

1. CPRs will be furnished online by Contractors.

END OF SECTION 004318

CONTRACT-AGREEMENT

THIS CONTRACT, made and concluded this _____ day of _____ 2020, by and between
LAKE TAHOE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the Owner, and
_____ referred to as the Contractor.

WITNESSETH: That, whereas the Contractor heretofore made a proposal to do certain work for the said Owner, specified and described in certain drawings and specifications, and entitled as follows on the Bid Proposal:

ART LAB AIR QUALITY
LAKE TAHOE COMMUNITY COLLEGE
SOUTH LAKE TAHOE, CA

In strict accordance with drawings and specifications prepared therefore by the District and their consultants.

WHEREAS: The Contractor, before signing this Contract, has carefully read and examined in connection herewith said proposal and specifications and has carefully examined the site where said work is to be done, and has investigated the character of such work and the materials required to be furnished, and by reason of such reading, examination and investigation, the said Contractor agrees that he thoroughly understands the intent and meaning of this Contract and all component parts of said Contract and the requirements, covenants, stipulations and restrictions thereof;

NOE, THEREFORE, in consideration of the promises and of the payments hereinafter to be made by the Owner to and on account of said Contractor, and the understanding of said Contractor to do said work the parties hereto specifically covenant and agree that,

ARTICLE I

This Contractor shall receive and accept the following sum as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract, and for furnishing all necessary tools, machinery, implements, apparatus and other means of construction; also all loss or damage arising out of the nature of the work to be done under said specifications, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work, and before the acceptance thereof by said Owner, and shall be responsible for the consequences of his own negligence or carelessness or discontinuance of the work, and for well and faithfully completing the work in the manner and according to the drawings and specifications and all requirements of the Architect and/or Engineer and any and all parties having jurisdiction thereover, for the whole thereof, the following sum which represents the Contract Price:

_____ DOLLARS (\$ _____)

ARTICLE II - PAYMENTS

The Owner agrees, in consideration of the performance of this Contract, to pay the Contractor in the following manner:

- (a) Payments will be made only on the certificate of the Owner.
- (b) Monthly payments shall be made to the Contractor in amounts equal to ninety percent (90%) of the estimated value of the work done and the materials furnished and incorporated in the work during the month preceding the date upon which such value is estimated plus ninety percent (90%) of the estimated value of all materials which, on the date of estimation of value, are suitably stored on the site for incorporation into the work; provided that no such monthly payment, or payment of any kind, shall theretofore have been made for any such work done or materials furnished and incorporated or materials suitably stored on the site. The aforesaid estimation of value shall be made by the Architect and noted by him upon the certificates furnished by him pursuant to paragraph (2) of this Article II.
- (c) Upon completion of the work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price, less an amount determined by Owner to be adequate to complete any unfurnished part of the work by another Contractor should the work not be completed within a reasonable time established by the Owner.
- (d) The project shall be accepted by the Board of Trustees who shall authorize after acceptance of the project the subsequent filing of the Notice of Completion. The final payment shall be made thirty-five (35) days from the date of recordation of the Notice of Completion, provided that: The Contractor shall furnish satisfactory evidence that all claims for labor and materials have been paid and that no claims shall have been presented to the Owner by any person or persons based upon any act or omission of the Contractor, and no Stop Notices or claims shall have been filed against said work or the property whereon it was done.

NOTE: No certificates given or payments made on account of any Contract shall constitute an acceptance of any equipment, material or work, which may subsequently be found to be defective.

ARTICLE III - TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor agrees to commence the work within fifteen (15) calendar days from the date of the Notice to Proceed and prior to receiving Notice to Proceed shall obtain Owner's approval of Insurance and Bonds as required in the supporting documents. Failure to obtain approval of the required documents, within the allotted time, shall not be cause for extension of the time of construction as set forth hereafter.

The Contractor further agrees to construct and execute all of the work described in said drawings, specifications, proposals, addenda and any and all other requirements, covenants, stipulations and restrictions, within 120 calendar days from and after the date of commencement, said date of commencement being agreed upon as the fifteenth (15th) calendar day following the date of Notice to Proceed or first day of construction on Project site, whichever is first. Architect shall issue actual start date to Contractor and Owner.

Both parties agree that the aforementioned stipulated contract period to be a reasonable time scale for completion of the work and Contractor will provide best endeavors to complete the work within the contract period.

If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree, as a part consideration for awarding of this Contract to pay to the Owner the sum of:

One Thousand Dollars - No Cents

DOLLARS (\$ 1,000.00)

per day plus such additional costs as may be incurred by the Architect, Engineer, and or Owner because of such delays, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth for

each and every day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from the current periodical estimates.

It is further agreed that time is the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due.

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of the Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (as defined by District), and
- (c) To any delays of subcontractors occasioned by any of the causes specified in subsections (a) and (b) of this Article. Provided, further, that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing, of the causes of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

ARTICLE IV - DRAWINGS AND SPECIFICATIONS

This Contract, the drawings and the specifications have been prepared, and are intended to supplement one another. The drawings and specifications shall be deemed by this reference to be incorporated within this Contract, the drawings shall be deemed by this reference to be incorporated within the specifications, and the specifications shall be deemed by this reference to be incorporated with the drawings. In the event a conflict is found to exist between the drawings and specifications, the Architect shall interpret. In the event that the drawings and specifications, or either of them shall be found to conflict with this Contract, then the more restrictive, better quality and/or greater quantity shall govern. Omissions from this Contract of items of provisions present in the specifications or drawings or either of them shall not be deemed a conflict within the meaning of this Article.

ARTICLE V - CHANGES, ETC.

Should the Owner, at any time during the progress of the work desire any alterations, or deviations in, or additions to, or omissions from the Contract or the drawings or specifications, said Owner, or representative thereof, shall be at liberty to order them, in writing, and the same shall in no way affect or make void this Contract, but the amount thereof shall be added to, or deducted from, the amount of the Contract Price aforesaid, as the case may be, by a fair and reasonable valuation. This Contract, subject to the provisions of Article II (a) hereof, shall be deemed completed when the work is finished in accordance with the original drawings and specifications, as amended by such changes, whatever may be the nature or extent thereof.

No such changes, whatever may be the nature, or modification shall release or exonerate any surety or sureties upon any guarantee or bond given in connection with this Contract, if required.

ARTICLE VI - RULE OF PRACTICE

The rule of practice to be observed in this Contract shall be that upon the demand of either the Owner or the Contractor, the character or valuation of any and all changes, omissions, or extra work shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to execution.

ARTICLE VII - ACCEPTANCE OF THE WORK

The payment of the progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious, but the entire work, and at the time when it shall be claimed by the Contractor that the Contract and work is completed. Liability under the bonds is to continue for one (1) year from the date of notice of completion and bonds will not be released until such date. In the event any warranties and guarantees exceed the one (1) year, liability under the bonds shall continue until said warranties and guarantees expire.

ARTICLE VIII - FAILURE TO PROVIDE WORKMEN AND MATERIALS

If the Contractor at any time during the progress of the work should refuse or neglect, without the fault of the Owner, to supply sufficient amount of materials or enough workmen to complete the Contract within the time herein set forth, due allowance being made for the contingencies provided for herein, for a period of more than seven (7) days after having been notified by the Owner in writing to furnish the same, the Owner shall have the power to furnish and provide said materials and/or workmen to finish the said work, and the reasonable expense thereof shall be deducted from the amount of the Contract Price.

ARTICLE IX - PENALTIES

This Contractor shall forfeit, as a penalty to the said Owner, the sum of one hundred dollars (\$100.00) for each laborer, workman, or mechanic employed in the execution of this Contract, or any sub-contractor under him, for each calendar day during which such laborer, workman and/or mechanic is required or permitted to labor in violation of the State of California prevailing wage requirements, and said Owner, when making payments of money due under this Contract, shall withhold and retain there from all sums and amounts which have been forfeited pursuant to the herein said stipulation.

ARTICLE X - INSURANCE AND BONDS

Insurances and bonds, as set forth in the supporting contract documents, shall be maintained in effect during the period of this Contract.

ARTICLE XI - RELATION TO BID PROPOSALS

Be it further stipulated and agreed that said Owner does promise and agree to employ the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and herein contracts to pay the same at the time, in the manner and upon the conditions set forth above; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

It is further agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid proposal of said Contract, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE XII - ASBESTOS/PCB-CONTAINING PRODUCTS & LEAD PLUMBING ITEMS

Contractor agrees that lead plumbing domestic water items, asbestos, PCB-containing products or materials will not be used or substituted in performing work under the Agreement.

At the completion of work under the Agreement, Contractor will certify in writing to the Owner that to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or

materials were used or substituted in performing work under the Agreement.

ARTICLE XIII - COMPLIANCE WITH STORM WATER PREVENTION AND AIR POLLUTION CONTROL RULES

Contractor shall comply with all storm water prevention and air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any storm water prevention and pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code, as well as local requirements, County, City and local Storm Water Prevention and Air Pollution Control Districts. Contractor shall require all subcontractors to abide by these items.

ARTICLE XIV – ANTI-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Contract, the Contractor agrees (as prescribed in Chapter 6 of Division 3 of Title II of the Government Code of the State of California, commencing at Section 12900 and by Labor Code Section 1735) not to discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, gender, or age. The aforesaid provisions shall include, but are not limited, the following: hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all subcontracts entered into hereunder, except subcontracts for standard commercial supplies of raw materials.

ARTICLE XV - CONTRACTOR - EMPLOYEE REQUIREMENTS

By signing this Contract, the Contractor certifies he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work of this Contract.

In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure payment of compensation to his employees.

The Contractor and Subcontractors under him shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2, Sections 1770-1780 with particular reference to the employment and use of apprentices and other provisions that require him to make travel and subsistence payments to each workman needed to execute the work, as such collective bargaining agreements filed in accordance with the Labor Code, and to pay not less than the minimum per diem wages as determined by the Director of the Department of Industrial Relations, on file in the principal office of the Owner.

Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et. seq. Each contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, or one of its branch offices regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

ARTICLE XVI - NOTICES

All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, and postage prepaid and addressed as follows:

To Owner: LAKE TAHOE COMMUNITY COLLEGE DISTRICT
 ATTENTION: RUSSI EGAN
 One College Drive
 South Lake Tahoe, CA 96150
 (530) 541-4660

To Contractor:

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first herein written.

CONTRACTOR

LAKE TAHOE COMMUNITY COLLEGE DISTRICT
OWNER

By _____
Authorized Signature

By _____
Authorized Signature
Russi Egan

Date _____

Date _____

END OF SECTION 006003

SECTION 011000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes, but not limited to the following:
1. Project information.
 2. Work covered by Contract Documents.
 3. Work by Owner.
 4. Access to site.
 5. Coordination with occupants.
 6. Work restrictions.
 7. Specification and drawing conventions.
 8. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification:

ART LAB AIR QUALITY
Lake Tahoe Community College
One College Drive,
South Lake Tahoe CA 96150

- B. Owner:

Lake Tahoe Community College District
Attn: Russi Egan
One College Drive,
South Lake Tahoe CA 96150

- C. Architect:

Sustainable Environment Engineered Design, Inc.
Attn:
PO Box 6071 (760 Mays Blvd. #16)
Incline Village, NV 89450

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work consists of , but it not limited to the improvements to the air quality and dust control in the Art Wing, including a small pad for the new equipment and related work.
- B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 WORK SEQUENCE

- A. The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner's personnel and students to permit an orderly transfer of personnel and equipment to the new facilities. Project completion is scheduled for specific number calendar days, (refer to Bid Proposal). Contractor shall review scope of work, and provide manpower, resources, etc., as required to complete project on or before the date required for project completion. Contractor shall allow in Proposal weekend workers, shifts of workers and additional productivity not limited to workers, materials, temporary facilities and equipment as required to meet project schedule with limited access times as indicated herein.

1.6 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 3. When performing new construction on existing sites, become informed and take into specific account the work which may interfere with educational facility routine before or after facility hours; enclose the work area with a substantial barricade and arrange work to cause a minimum of inconvenience and danger to students and staff in their regular facility activities.
- B. Use of the Existing Building: Maintain the existing buildings in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Use adhesive backed protective film on floor surfaces.

1.8 OWNER OCCUPANCY

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to Notice of Completion provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
 1. Prior to partial Owner occupancy, mechanical, fire sprinkler, fire alarm and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.
- B. All work shall be complete and approved prior to occupancy not limited to the following:
 1. No portion of building may be occupied requiring until Fire Detection System unless system is installed and approved.

2. All completed work shall be in compliance with CBC 901.5 and CFC 901.5.1 related to acceptance tests.

1.9 WORK RESTRICTIONS:

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
2. Smoking is not permitted within the building and only in designated smoking areas.
3. Use of controlled substances on the Project site is not permitted.

B. Construction work that generates noise that will disturb adjacent areas may need to be scheduled around class schedule, office hours, and library hours of occupied rooms immediately adjacent of work to be done. This work may have to be done during after hours, evenings and Contractor shall verify class schedules when work will generate noise.

C. Deliver materials to the building area over the route designated by the facility Maintenance and Operations department. Times of deliveries shall be within normal college hours and should be coordinated with the Maintenance and Operations department.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 011000

SECTION 013300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to;
 - a. Contractor's submittal schedule.
 - b. Submittal requirements:
 - 1) Product data.
 - 2) Shop drawings.
 - 3) Samples.
 - 4) Product schedule.
 - 5) Qualification data.
 - 6) Design data.
 - 7) Certificates.
 - 8) Test and research reports.
 - c. Delegated design services.
 - d. Submittal procedures.
 - e. Contractor's and Architect's review of submittals.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 3. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 REFERENCES

- A. Definitions:
 - 1. Action Submittals: Written and graphic information and physical samples that require Architect's [and Owner's] responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
 - 2. Informational Submittals: Written and graphic information and physical samples that do not require Architect's [and Owner's] responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 ACTION SUBMITTALS

- A. Contractor's Submittal Schedule.
- B. Delegated-Design Services Certification: For each responsible design professional.

1.4 CONTRACTOR'S SUBMITTAL SCHEDULE

- A. Submit a list of submittals, arranged in chronological order by dates required by construction schedule.
 - 1. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 2. Include additional time required for making corrections or revisions to submittals noted by Architect [and Owner] and additional time for handling and reviewing submittals required by those corrections.
 - 3. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
- B. Format: Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal Category: Action; informational.
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's [and Owner's] final release or approval.
 - 7. Scheduled dates for purchasing.
 - 8. Scheduled date of fabrication.
 - 9. Scheduled dates for installation.
 - 10. Activity or event number.

1.5 SUBMITTAL INFORMATION

- A. Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.
 - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Indication of full or partial submittal.
 - 13. Location(s) where product is to be installed, as appropriate.
 - 14. Other necessary identification.
 - 15. Remarks.
 - 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.

- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect [and Owner] on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

1.6 SUBMITTAL FORMATS

A. Electronic Submittals.

- 1. Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

B. Physical Submittals.

- 1. Provide four samples of physical submittals (to Owner, Architect, Contractor, and Inspector) for field verification.
- 2. Identification: Permanently attach label on unexposed side of Physical Submittals that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
- 3. Include a space approximately 6 by 8 inches on label to record Contractor's review and approval markings, and action taken by Architect [and Owner].

C. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using software-generated transmittal form or similar.

- 1. See Section 013100 "Project Management and Coordination" for use of web-based project software.

1.7 PRODUCT DATA REQUIREMENTS

A. Collect information into a single submittal for each element of construction and type of product or equipment.

- 1. Mark Product Data to show which products and options are applicable.
- 2. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's installation instructions.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
- 3. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.

- c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
4. Manufacturer's Safety Data Sheets: Not required for Product Data submittals, unless used exclusively to document VOC content.
- a. See Section 016116 "Material Contaminant Restrictions" for additional information.
5. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
6. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

1.8 SHOP DRAWINGS REQUIREMENTS

- A. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
- a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Applicable field measurements.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- B. Refer to Section 013100 "Project Management and Coordination" for digital project management procedures and use of Architect's digital data files.

1.9 SAMPLES REQUIREMENTS

- A. Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label as described in "Submittal Formats" Article above.
3. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
4. Maintain returned sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- B. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
1. Number of Samples: Submit four full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will retain one Sample set and return three sets with options selected.
- C. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations

expected.

1. Samples include, but are not limited to, the following:
 - a. Partial sections of manufactured or fabricated components.
 - b. Small cuts or containers of materials.
 - c. Complete units of repetitively used materials.
 - d. Swatches showing color, texture, and pattern.
 - e. Components used for independent testing and inspection.
2. Number of Samples: Submit four sets of Samples. Architect will retain one Sample set each and return three sets. Mark up and retain one returned Sample set as a project record Sample.
 - a. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, each set will contain at least three units that show approximate limits of variations.

1.10 PRODUCT SCHEDULE REQUIREMENTS

- A. As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.

1.11 QUALIFICATION DATA REQUIREMENTS

- A. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
 1. Refer to Section 014300 "Quality Assurance" for additional information.

1.12 DESIGN DATA REQUIREMENTS

- A. Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

1.13 CERTIFICATES REQUIREMENTS

- A. Certificates shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 1. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 2. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

3. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
4. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
5. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

- B. Submit a statement that includes signature of entity responsible for preparing certification.

1.14 TEST AND RESEARCH REPORTS REQUIREMENTS

- A. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- B. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- C. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- D. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- E. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- F. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.

1.15 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect. See Section 013100 "Project Management and Coordination".

- B. Delegated-Design Services Certification: Submit PDF file of certificate, signed and sealed by the responsible design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents.
 - 2. Include list of codes, loads, and other factors used in performing these services.
 - 3. Provide separate certification for each delegated-design services professional, responsible for the design of a product or system specifically assigned to the Contractor.

1.16 SUBMITTAL PROCEDURES

- B. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website or location as defined by District. Enter required data in web-based software site to fully identify submittal.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. [Architect and Owner reserve] the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on [Architect's or Owner's] receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. [Architect] [Construction Manager] will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's [and Owner's] action stamp.
- F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers,

fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- G. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's [and Owner's] action stamp.

1.17 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect [and Owner].
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect [and Owner] will not review submittals received from Contractor that do not have Contractor's review and approval.

1.18 ARCHITECT'S [AND OWNER'S] REVIEW

- A. Action Submittals: Architect [and Owner] will review each submittal, indicate corrections or revisions required, and return them.
 - 1. Architect [and Owner] will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect [and Owner] will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect [and Owner] will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect [and Owner].
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect [and Owner] will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION 013300

SUBSTITUTION REQUEST

DATE: _____ Substitution Request # _____

ATTN: _____ **PROJECT:** _____

PROJECT#: _____ **NOA DATE:** _____

We hereby submit for your consideration the following product/ manufacturer instead of the one(s) specified in the Project Manual/ Plans:

Item: _____ Section #: _____

Manufacturer: _____ Sheet #: _____

A. Reason for not providing specified product: _____

B. Proposed Substitution: _____

C. Cost shall be shouldered by the undersigned for changes to the building design, including engineering and detailing costs caused by the requested substitution. (Negative response maybe cause for rejection.)

Yes No Explain: _____

D. Provide the following with Substitution Request Package:	*NI –Not Indicated; N/A – Not Applicable	Checklist for Architect			
		Yes	No	N/A	NI
1 Attached data includes product data, specifications, photographs, samples, code approvals and laboratory test data adequate for evaluation of request. All test data shall be complete with relevant test(s).		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Attach data includes description of change to contract documents that proposed substitution will have. Include complete information on changes to drawing and/ or project manual which proposed substitution will require for proper installation.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Does proposed substitution affect dimensions shown on contract documents?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Does proposed substitution affect other trades and is it clear on the request form? Provide system component compatibilities.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Does proposed substitution affect local availability of service and maintenance including where nearest service representative is located and travel time to project site?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Attached cost data with detail breakdown of differential, either plus or minus.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 If substitution is of higher quality, will this impact future replacement cost?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 What is the impact of substitution on construction schedule?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 Provide long term serviceability data compared with specified material.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Provide manufacturing experience in years with product with specified material product formation substituted.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 Provide certified product warranty equal or greater to what is required for this project.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 Is a consultant required to integrate physical properties to compare material/product?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 Will the Substitute Manufacturer provide colors matching color selection of listed manufacturers in Project Manual?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E. The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

SECTION 014000 - QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include periodic surveillance activities performed by the Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
 - 1. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 2. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Refer to Structural Test and Inspection requirements.
- D. Soil Testing: Inspection of subgrade improvement operations, compacted fill and field density.
- E. Concrete Work: Testing and certification of concrete ingredients, compression cylinders, reinforcing steel and placement inspections.
- F. Masonry Work: Testing and certification of masonry units, mortar and grout specimens and reinforcing steel for masonry work.
- G. Structural Steel and Steel Deck: Sampling and testing of all unidentified steel members, inspection of structural fabrication, shop welding and field welding as required, testing and inspection of high strength bolts.
- H. Related work specified elsewhere:
 - 1. Division 31 Section "Earthwork" for requirements and related earthwork testing.
 - 2. Division 3 Section "Cast-in-Place Concrete" for requirements and related concrete testing & inspection.
 - 3. Division 4 Section "Unit Masonry" for requirements and related masonry testing & inspection.
 - 4. Division 4 Section "Anchored Masonry Veneer" for requirements and related material testing and inspection.
 - 5. Division 5 Section "Structural Steel" for requirements and related steel testing.
 - 6. Division 5 Section "Cold-Form Metal Framing" for requirements and related steel testing.
- I. Anchored Masonry Veneer: Inspection and Testing.

- J. Drill-in (expansion and chemical adhesive) Anchors: Inspection of installation and tension testing.

1.3 COOPERATION

- A. Laboratory shall cooperate with all trades whose work affects or is affected by the tests and inspections.
- B. Cooperation: Contractor to cooperate with and provide testing laboratory opportunity and assistance in taking samples, making field tests and making inspections.

1.4 SPECIAL PROVISIONS

- A. Governing Agency: Shall be as specified by District .
- B. Laboratory: To be approved by Owner, Architect, and Structural Engineer. Laboratory shall be in the employ of the Owner.
- C. Duties of Testing Laboratory: Inspect stock, mark identified stock, select and mark test specimens, perform required tests, inspections as specified, furnish required reports and certificates.
- D. Payment: The Owner shall pay for all tests, except costs of concrete mix design. When, in the opinion of the Architect or the Division of the State Architect, additional tests are required, then such tests and inspection shall be paid for by the Owner but the amount paid shall be deducted from the Contract Price. Examples of such additional tests are: Tests of material substituted for previously accepted materials, unidentified materials, retests made necessary by the failure of materials to comply with the requirements of the specifications and load tests necessary because certain portions of the structure have not fully met specification or plan requirements.
 - 1. Travel to Shop Fabrication Facility: Where fabrication facility is more than 100 driving miles one way, using AAA maps, from project site, Contractor shall pay for all excess mileage charges over 100 miles one way, subsistence, lodging and drive time of Owner's inspection and testing team to do testing and inspection at fabrication facility.
 - 2. All testing and inspection work provided by Laboratory shall be done during normal working hours, (none premium). In the event over time and or premium time is required by the Laboratory, field and or laboratory time, due to contractor request and or contractor scheduling, all costs over normal time shall be paid by contractor. Laboratory shall identify costs as a separate invoice and all costs tracked for reimbursement to Owner by Contractor. Laboratory shall identify who approved premium costs and reason for each line item on invoice.
- E. Selection of Samples: All samples and specimens for testing shall be selected by the inspector or by the testing laboratory, but not by the Contractor. The Contractor shall, at his own expense, furnish, package, mark and deliver all samples to be tested, when so directed by the inspector, testing laboratory, or as required by the Specifications. Delivery of samples to the testing laboratory shall be made in ample time to allow tests to be made without delaying construction. No extra time will be allowed for the completion of the work by reason of delay in testing samples. The Contractor shall allow free access at all times to the representatives of the testing laboratory to the sources from which samples are taken.
- F. Preparation of Specimens: Taken by and at expense of fabricator under direction of testing laboratory and machined or prepared to conform to appropriate ASTM specification. Cost of machining specimens is considered part of the testing.
- G. Architect and Structural Engineer reserve(s) the right to demand for test and special examination any materials or part thereof to insure compliance with Specifications, and may reject for satisfactory replacement, any material or part judged defective as a result thereof. Applies also to materials or sources of the same substituted for those previously approved. Such tests or examinations, even though not

specified, shall be performed as and when required. Costs paid for by Owner, but the amount paid shall be deducted from the Contract.

- H. Owner's Right to Waive Tests and Inspections: The Owner reserves the right to waive any part or all of the tests and inspections, subject to the approval of the Architect, Structural Engineer and DSA in writing.

1.5 OWNER'S INSPECTOR OF RECORD (PROJECT INSPECTOR)

- A. An inspector employed by the Owner and approved by DSA in accordance with the requirements of the State of California Code of Regulation, Title 24, Part 1, Administrative Code, will be assigned to the work. His duties are specifically defined in Sec 4-342.
- B. The work of construction in all stages of progress shall be subject to the personal continuous observation of the inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall furnish the inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.
1. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the Project site.
 2. One or more Inspectors, including specialty Inspectors as required, employed by Owner in accordance with the requirements of the California Code of Regulations will be assigned to the work. All work shall be performed under the observation of or with the knowledge of the Project Inspector. The Project Inspector shall have free access to all parts of the Work at any time. Contractor shall furnish the Project Inspector with such information as may be necessary to keep the Project Inspector fully informed regarding the progress and manner of work and the character of materials.
 3. Observations by the Project Inspector shall not in any way relieve Contractor from responsibility for full compliance with all terms and conditions of the Contract Documents, or be construed to lessen to any degree Contractor's responsibility for providing efficient and capable superintendence.

1.6 DUTIES OF THE TESTING AGENCY

- A. The independent testing agency approved by DSA engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

3. The agency shall not perform any duties of the Contractor.
- B. Coordination: The Contractor and each agency engaged to perform inspections; tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities during normal working hours, none premium time for Laboratory of Record including field, office and off site laboratory time.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

3.2 EARTHWORK (Refer to Section 312000) For test and inspection see Chapter 1, 17A and 18A 2013 CBC and herein. Test and Inspection requirements per DSA at end of Part 3.

- A. Testing Agency: Any required foundation consultation, examination or testing shall be done by an approved Geotechnical Engineer. Costs paid by Owner.
- B. Consultation or Procedures for this part of the work shall consist of the following:
 1. Examination of exposed subgrades resulting from the cutting operation, including field density tests, if considered necessary.
 2. Verify completed foundation excavation.
 3. Periodic inspection of any required filling and backfilling, including field density tests, if considered necessary.
 4. Imported or Native Fill Material: Approve material; perform suitability tests for compaction, qualities and optimum moisture if required.
 5. Provide Continuous Inspection Supervision during removal and recompaction of existing soil and placement of fill.
 6. Inspect and approve completed footing excavations.
 7. Field Density Tests shall be made on samples from material in place as required to verify proper compaction densities of fills and backfills.
- C. Densities and Method: Densities specified relate to ASTM Designation D-1557-00-e1, Method A.

3.3 CONCRETE WORK (REFER TO SECTION 033000)

A. Inspections:

1. Notification: The Contractor shall notify the following people, giving advance notice prior to commencing the designated work:

<u>Person Notified</u>	<u>Advance Notice</u>	<u>Prior to Commencing</u>	<u>For Inspection</u>
Architect/Project Inspector	24 hours	Form Work	Excavation
Architect/Project Inspector	48 hours	Pouring Conc.	Forms & Steel
Structural Engineer	7 days	Casting Concrete	Forms & Steel

2. No concrete shall be poured except in the presence of the Owner's Inspector and only after the forms and reinforcing steel have been approved by the Project Inspector. A record shall be kept on the site of the time and date of placing the concrete in each portion of the structure. Such record shall be kept until the completion of the structure and shall be open to the inspection of the enforcement agency.
3. Batch Plant Inspections: Batch plant inspections shall be per CBC Sec. 1704A.4.2 & 1704A.4.3. When transit mixed concrete is used, continuous inspection shall be maintained at the plant by a qualified concrete technician who shall issue tickets certifying that quantities and quality of all materials used in the concrete are in accordance with these specifications and the approved design mix. The Owner will pay the costs of this inspection. This inspection will not be required for non-structural concrete (as defined in Paragraph (4) following).
4. Bonded Weighmaster Certificates: Non-structural concrete such as walks, curb and gutter, etc., shall not require continuous batch plant inspection, but instead, a bonded weighmaster shall furnish notarized affidavits certifying that quantities and quality of all materials used in the concrete are in accordance with these Specifications and the approved mix design. Comply with CBC 1916A and 1704A.4.3.
 - a. Copies of Bonded Weighmaster Certificates shall be submitted to the Architect and Inspector along with pay requests for work done. Payment will not be made on non-structural concrete items poured requiring Bonded Weighmaster Certificates without receipt of Certificates of items poured requesting payment.

B. Tests: All concrete materials to be tested and reported prior to any use of same.

1. Portland cement shall be tested in accordance with CBC, 1916A.1, 1704A.4.1 and ASTM C-150. The concrete supplier shall submit to the Architect, Structural Engineer, Project Inspector, Project Testing Laboratory and Division of State Architect certification of compliance based on required testing.
2. Aggregate: Shall be in conformance with CBC Sec. 1704A.4.1, 1903A.5, ACI 318, Section 3.3.2 and, where the source is determined to be questionable by the Structural Engineer or by DSA, shall be tested in accordance with ASTM C289. Test samples shall be obtained from the source for both coarse and fine aggregate; a minimum of one sample shall be retrieved and tested for each 200 Tons of aggregate to be used in the project concrete. A qualified Laboratory that is certified by the Cement and Concrete Reference Laboratory shall perform the testing.
3. Reinforcing Steel: To be tested prior to use for compliance with CBC Sections 1916A.2, 1704A.4.1 and ASTM A-615/706 requirements.
 - a. Samples: To be selected by representative of testing laboratory from material at the building site or place of distribution, to consist of two (2) pieces, each eighteen inches (18") long of each size, furnished, cut and prepared for testing by Contractor, marked and delivered by representative of testing laboratory.
 - b. Tests: One (1) tension and one (1) bend test shall be made of each size of reinforcing steel

including wire fabric. One (1) series of tests shall be made for each ten (10) tons or fraction thereof of each size of reinforcing steel if the bundles, as delivered, can be identified as to heat number and the mill analysis, accompany the report. If they cannot be identified as to heat number, then one (1) series of tests shall be made from each two and one-half (2½) tons or fraction thereof.

4. Cylinder Tests shall comply with CBC Sec. 1905A.1 and 1905A.6.
- a. Four (4) cylinders of concrete shall be made for each fifty (50) cubic yards of each grade concrete, or not less than once for each 2000 sq.ft. of slab or fraction thereof, being placed each day. Each cylinder shall be dated, given a number, the point in the structure from which the sample was taken noted thereon, and the slump noted thereon. Comply with CBC 1905A.
 - b. Test cylinders shall be made at the job and stored in the testing laboratory in accordance with ASTM C-31. At the end of twenty-four (24) hours after making, the cylinders shall be stored under moist curing conditions at approximately 70 degrees F. and maintained therein until tested. The cylinders shall be tested in accordance with CBC 1905A.6 and ASTM C-39. The cylinders shall develop the following minimum ultimate compressive strengths:

<u>Design Strength</u>	<u>7-Day Test</u>	<u>28-Day Test</u>
4000 p.s.i.	2400 p.s.i.	4000 p.s.i.

- c. If the strengths of the first two cylinder tests are satisfactory, the third cylinder shall not be tested, but destroyed. The third cylinder shall be tested if the strengths of the first two cylinders are not satisfactory.
 - d. If the strength of the cylinders does not meet the minimum as mentioned above, core tests of the hardened concrete shall be made in accordance with CBC 1905A.6 and ASTM C-42. If the core tests show the concrete strength to be deficient, the concrete shall be deemed defective and removed. The Contractor shall reimburse all costs of these core tests with a negative Change Order.
- C. Laboratory-Designed Mixes: See Paragraph 2.5, Proportioning and Design of Mixes, Section 033000 and CBC 1905A.2, 1905A.3 and 1905A.4.

3.4 UNIT MASONRY (REFER TO RECTION 042000)

A. Inspections:

1. Notification: The Contractor shall notify the following people giving advance notice prior to commencing the designated work:

<u>Person Notified</u>	<u>Advance Notice</u>	<u>Prior to Commencing</u>	<u>For Inspection</u>
Architect & Inspector	24 hours (each lift)	Grouting Wall & Reinforcing	Block Work
Architect & Inspector & Gov.Agency	48 hours	Laying of Masonry	Concrete Block & Footing

2. Grout Placement: No grout shall be placed except in the presence of the Owner's Inspector and only after the block work and reinforcing steel have been approved by the Engineer or his representative.

3. All masonry shall be continuously inspected during laying by an Inspector specially approved for that purpose by the Governing Agency. The Inspector shall make test samples and perform such tests as required and shall check the materials, details of construction and construction procedures.
4. Continuous inspection is required during all high lift grouting of masonry. Batch plant inspection is required during the first half day that transit-mixed grout is supplied to the job. Weighmaster Certificates will be required on all succeeding grout pours.

B. Tests:

1. Acceptance Criteria: All tested samples shall meet the requirements given in Section 04200 of the specifications.
2. Concrete block units shall be tested using the methods and procedures of ASTM C-140-03. It shall be tested and approved before any block is laid. Linear shrinkage tests shall conform with ASTM C426-88.
3. Mortar and Grout shall be tested in accordance with the provisions of CBC 2105A.5.
4. Portland cement shall be tested and certified in accordance with the requirements of CBC 1916A.1.
5. Masonry Prism Testing: The frequency of testing and the determination of the compressive strength of masonry assemblies shall conform to the requirements of CBC Sec. 2105A.2.2.2 and CBC Sec. 2105A.2.2.3.
6. Masonry Core Testing: Not less than two cores having a diameter of approximately one-half of the wall thickness shall be taken from each type of masonry wall in each building, retaining wall or fence exceeding 4'-0" in height. At least one core shall be taken from each building for each 5,000 square feet of floor area or fraction thereof. Sampling, testing and evaluation shall conform to the requirements of CBC Sec. 2105A.4.
7. Reinforcing Bars: Shall be sampled and tested in conformance to CBC Sec. 1916A.2.
8. All structural steel that is to be tested will be listed per CBC Sec. 2212A.1 on the "Order for Tests and Inspections" sheet, which is issued at the start of the job. It shall be tested and approved by the testing laboratory prior to fabrication or delivery to the site.
9. Automatic End Welded Studs: In accordance with CBC Sec. 2212A.3.
10. Aggregate used in masonry grout and mortar shall be non-reactive and shall be tested in accordance with the requirements for Concrete aggregate when directed by the Structural Engineer.

3.5 STRUCTURAL STEEL (REFER TO SECTION 051200)

- A. Inspections: All structural welding, both shop and field welding shall be done under the review of a certified welding inspector, qualified in accordance with DSA I.R.17-3, the American Welding Society, as approved by the Architect, Structural Engineer and the Governing Agency. The inspector shall furnish the Architect, Structural Engineer and Governing Agency a report on forms supplied that the welding, which is required to be inspected, is proper and has been done in conformity with AWS D1.1 and the Plans and Specifications. He shall check the material, equipment and procedure as well as the welds and the ability of the welder. The welding inspector shall be employed by the testing laboratory. Inspection of welding shall be according to DSA I.R.17-3 and CBC Section 1704A.3.1.

1. Inspection of high-strength bolt installations shall be made in accordance with CBC Sec. 1704A.3.2 by an inspector specially approved for that purpose by the enforcement agency. The inspector shall check the materials, equipment, and details of construction and installation procedure.

B. Tests:

1. Unidentified structural steel shall be tested and approved by the testing laboratory prior to fabrication or delivery to the site.
2. If the steel can be identified in accordance with ASTM A-6 (and CBC Sec. 2203A.1 Structural Steel and CBC Sec. 2203A.3 Steel Deck) and is accompanied by mill analysis and test reports for each heat, it may be used without testing. Identification of the steel at the fabricator's plant shall be

- made by a representative of the testing laboratory.
3. When the steel cannot be identified or its source is questionable, one set of tension and bend tests shall be made for each five (5) tons or fractional part thereof for each size to be used. Contractor shall be back-charged for all required testing resulting from insufficient documentation of materials; tests shall comply with the appropriate ASTM specifications in accordance with T.24 Sec. 2212A.1.
 4. Ultrasonic Testing: All full penetration butt welds of beams to columns and of columns to base plates shall be tested ultrasonically in accordance with procedures for testing and acceptance criteria established in the "Structural Welding Code, AWS D1.1", latest edition and CBC Sec. 1704A.3.1.
 5. High strength bolts shall be tested in accordance with the inspection procedure established in the "Specifications for Structural Joints using ASTM A-325 or A-490 Bolts" and CBC, Sec. 2212A.2.
 6. Bolts in connections not identified as being slip-critical and not identified as being in direct tension need not be inspected for bolt tension other than to ensure that the plies of the connected elements have been brought into snug contact and that the nut has been tightened by an effort equivalent to that described in paragraph 8.(c) of the above referenced Specifications.
 7. Automatic end welded studs in accordance with CBC Sec 2212A.3.

3.6 FASTENERS (REFER TO SECTION 061000)

A. Powder Driven Concrete Anchors:

Powder Driven and Gas Actuated Concrete Anchors: The operator, tool, and fastener shall be pre-qualified by the project inspector. He shall observe the testing of the first ten (10) fastener installations. A test "pull-out" load of 200 pounds shall be applied to the pin in such a manner as not to resist the spalling tendency of the concrete surrounding the pin. Thereafter, random tests under the project inspector's supervision shall be made of approximately one in ten (1 in 10) pins. Should failure occur on any pin tested, all installations must be tested and failing pins replaced.

B. Expansion Anchors: (Refer to Section 061000)

Expansion Anchors: Expansion anchors shall only be used for equipment anchorage, sill track bolting and non-structural applications. Expansion anchors shall be installed in accordance with the ICC ES Report for the specific product and T.24 Sec 1916A.8. Expansion anchors used for sill tracks and for non-structural applications shall have 50% of the bolts (alternate bolts in any group arrangement) proof tested in tension to twice the allowable tension load. If any failures occur, all anchors not previously tested shall be tested until 20 consecutive anchors pass the test requirements. For all other structural applications, test 100% of anchors.

1. All expansion anchors shall be proof tested in tension to the values on the construction documents.
2. Anchor diameter refers to the thread size for the WEDGE & SHELL categories and to the anchor outside diameter for the SLEEVE category.
3. Apply proof test loads to WEDGE & SLEEVE anchors without removing the nut if possible. If not, remove nut & install a threaded coupler to the same tightness of the original nut using a torque wrench apply load.
4. For SLEEVE/SHELL internally threaded categories, verify that the anchor is not prevented from withdrawing by a baseplate of other fixtures. If restraint is found, loosen and shim or remove fixture(s) prior to testing.
5. Reaction loads from test fixtures may be applied close to the anchor being tested, provided the anchor is not restrained from withdrawing by the fixture(s).
6. SHELL type anchors should be tested as follows:
Visually inspect 25% for full expansion as evidenced by the location of the expansion plug in the anchor body. Plug location of a fully expanded anchor should be as recommended by the manufacturer, or, in the absence of such recommendation, as determined on the job site following the manufacturer's installation instructions, and; proof load 5% as indicated in the table above, but

not less than three anchors per day for each different person or crew installing anchors, or; test 50% of the installed anchors per CBC Sec. 1916A.8.

7. Test equipment is to be calibrated by an approved testing laboratory in accordance with standard recognized procedures.
 8. Torque test values for SHELL type anchors are omitted due to lack of data. Torque testing can occur on an individual basis when test procedures are submitted and approved by the enforcement agency. Tabulated values may be forthcoming once the enforcement agency has more data to evaluate the feasibility of standard torque values.
 9. The following criteria apply for the acceptance of installed anchors:
HYDRAULIC RAM METHOD: The anchor should have no observable movement at the applicable test load. For wedge and sleeve type anchors, a practical way to determine observable movement is that the washer under the nut becomes loose.
TORQUE WRENCH METHOD: The applicable test torque must be reached within the following limits;
Wedge or Sleeve type: One-half (1/2) turn of the nut.
One-quarter (1/4) turn of the nut for the 3/8 in. sleeve anchor only. If the anchor fails testing, test all anchors of the same category not previously tested until twenty (20) consecutive pass, then resume the initial testing frequency.
 10. Testing should occur 24 hours minimum after installation of the subject anchors.
- C. Automatic End-Welded Studs: Inspection, in accordance with Title 24, Section 1704A.3.3 of all the shop and field welding operations for the automatic end welded studs shall be made by a qualified welding inspector (approved by the Division of the State Architect). The type and capacity of the welding equipment shall be in accordance with the manufacturer's recommendations and shall be checked and approved by a welding inspector.

At the beginning of each day's work, a minimum of two test stud welds shall be made with the equipment to be used to metal, which is the same as the actual work piece. The test studs shall be subjected to a 90% bend test by striking them with a heavy hammer. After the above test, the weld section shall not exhibit any tearing out or cracking.

Testing of end-welded studs shall be in accordance with Section 2212A.3, Part 2, Title 24.

- D. Adhesive Anchors (Refer to Section 061000)
1. Inspection: Special inspection, in accordance with the product's specific ICC –ES Report, is required for all adhesive anchors. Such inspection shall include but not be limited to verification of the following:
 - a. Drill-bit compliance.
 - b. Hole depth and cleanliness.
 - c. Product description, including name.
 - d. Rod diameter, length, embedment, material and condition.
 - e. Adhesive shelf life not expired and packaging in good condition.
 - f. Anchor installation in accordance with the manufacturer's published instructions, the ICC report, and the project drawings and specifications.
 - g. Ambient temperature restrictions not exceeded.
 2. Testing: All adhesive anchors, unless otherwise noted, shall be direct-tension tested to 200% of their allowable loads.

3.7 STEEL DECK (Refer to Section 052100)

- A. Inspection: All deck welding shall be done under the review of a Certified Welding Inspector (CWI), qualified in accordance with CBC 2204A.1 and the American Welding Society, as approved by the

Architect, Structural Engineer and the Governing Agency. The Inspector shall furnish the Architect, Structural Engineer and Governing Agency a report on forms supplied that the welding, which is required to be inspected, is proper and has been done in conformity with the Plans and Specifications. He shall check the material, equipment and procedure as well as the welds and the ability of the welder. The welding inspector shall be employed by the testing laboratory. Inspection of welding shall be according to CBC Sec 2204A.1.

B. Tests:

1. Unidentified decking material shall be tested and approved by the testing laboratory prior to fabrication or delivery to the site.
2. If the steel can be identified in accordance with ASTM A-6 and is accompanied by mill analysis and reports for each heat, it may be used without testing. Identification of the steel at the fabricator's plant shall be made by a representative of the testing laboratory.
3. When the steel cannot be identified or its source is questionable, one set of tension and bend tests shall be made for each five (5) tons or fractional part thereof for each size to be used. Contractor shall be back-charged for all required testing resulting from insufficient documentation of materials.

3.8 COLD-FORMED METAL FRAMING (Refer to Section 054000)

A. Inspection: All cold-formed steel shall be done under the review of a Certified Welding Inspector (CWI), qualified in accordance with CBC 2204A.1, the American Welding Society, as approved by the Architect, Structural Engineer and the Governing Agency. The Inspector shall furnish the Architect, Structural Engineer and Governing Agency a report on forms supplied that the welding, which is required to be inspected, is proper and has been done in conformity with the Plans and Specifications. He shall check the material, equipment and procedure as well as the welds and the ability of the welder. The welding inspector shall be employed by the testing laboratory. Inspection of welding shall be according to CBC Sec. 2204A.1 and AWS D1.3.

B. Tests:

1. Unidentified cold-formed steel shall be tested and approved by the testing laboratory prior to fabrication or delivery to the site.
2. If the steel can be identified in accordance with ASTM A-6 and is accompanied by mill analysis and test reports for each heat, it may be used without testing. Identification of the steel at the fabricator's plant shall be made by a representative of the testing laboratory.
3. When the steel cannot be identified or its source is questionable, one set of tension and bend tests shall be made for each five (5) tons or fractional part thereof for each size to be used. Contractor shall be back-charged for all required testing resulting from insufficient documentation of materials.

3.9 ANCHORED VENEER (REFER TO SECTION 048100)

END OF SECTION 014000

SECTION 017800 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General closeout requirements are included in Section "Project Closeout."
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions 2 through 33.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
 - 5. Items that are omitted and/or different than specified/indicated herein and on Construction Documents and items not indicated as a change on Submittals, shall be warranted as required in Sections 013300.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. Notwithstanding any tests, approvals, certificates, commissioning, inspection or otherwise by the Owner, Architect or any other consultant employed by or on behalf of the employer, the Contractor shall be and remain fully and exclusively responsible and liable for ensuring that his works, and all goods and materials therein are in every respect and detail in accordance with the Contract Documents, and no such tests, approval certificates, commissioning, inspection or otherwise shall in any way diminish or negate the Contractor's responsibility or liability as foresaid.

1.3 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or

remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Notice of Completion. If the Architect's Certificate of Notice of Completion designates a commencement date for warranties other than the date of Notice of Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
1. Refer to individual Sections of Divisions 2 through 33 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Assemble warranties and bonds in a single PDF document or as directed by owner. Document should include a hyperlinked directory of each specification section and subsection. Owner may request more specific or different assembly of file or files with no additional cost.
1. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual. Owner may request all maintenance and operations manuals be provided in PDF or similar format.

PART 2 - PRODUCTS (Not Applicable).

PART 3 – EXECUTION

3.1 FORMS

- A. Project Warranty Form, see attached.
- B. Subcontractor Warranty Form, see attached.

END OF SECTION 017800

PROJECT WARRANTY

Project: **ART LAB AIR QUALITY**
Lake Tahoe Community College
Owner: Lake Tahoe Community College District
Architect: LPAS
Contractor:
Inspector:

Date:

File No:
Project No:
DSA Appl No:

_____ (Contractor) hereby warrants to the Owner that materials and equipment furnished under the Contract in the _____ (Name of Project) are of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitution not properly approved and authorized, may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

If, within 2 year(s) after the date of Notice of Completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents extending this time period, and of the Work is found to be not in accordance with the requirements of the Contract Documents or proves to be defective in materials or workmanship, the Contractor expressly agrees to correct it, without expense to the Owner, promptly after receipt of written notice from the Owner or his agent to do so unless the Owner has previously given the Contractor written acceptance of the condition. This period of 2 year(s) shall be extended with respect to portions of the Work first performed after Notice of Completion by the period of time between Notice of Completion and the actual performance of Work. This obligation of the Contractor to correct the Work shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

Nothing contained in this warranty shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of 2 year(s), or special extended time periods required by the Contract Documents, for correction of the Work as described above relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

In the event of the Contractor's failure to comply with the conditions of this warranty within 5 days after being notified in writing by the Owner or his agent, the Contractor hereby authorizes the Owner to proceed to have said defects repaired and made good at the Contractor's expense and the Contractor will honor and pay the costs and charges therefore upon demand.

The term "Work" means the construction and services required by the Contract Documents and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the total construction performed under the Contract Documents.

Date _____

Contractor

Address

Telephone

Signature of Contractor

Title

SUBCONTRACTOR WARRANTY

Project: **ART LAB AIR QUALITY**
Lake Tahoe Community College
Owner: Lake Tahoe Community College District
Architect: LPAS
Contractor:
Inspector:

Date:

File No:
Project No:
DSA Appl No:

_____ (Subcontractor) hereby warrants to _____ (General Contractor) that materials and equipment furnished under the Contract, pursuant to Specifications Section(s) _____ in the _____ (Name of Project) are of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty excludes remedy or damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

If, within 2 year(s) after the date of Notice of Completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents extending this time period, and of the Work is found to be not in accordance with the requirements of the Contract Documents or proves to be defective in materials or workmanship, the Subcontractor expressly agrees to correct it, without expense to the Owner, promptly after receipt of written notice from the Contractor to do so unless the Owner has previously given the Contractor written acceptance of the condition. This period of 2 year (s) shall be extended with respect to portions of the Work first performed after Notice of Completion by the period of time between Notice of Completion and the actual performance of Work. This obligation of the Subcontractor to correct the Work shall survive acceptance of the Work under the Contract and termination of the Contract. The Contractor shall give such notice promptly after discovery of the condition.

Nothing contained in this warranty shall be construed to establish a period of limitation with respect to other obligations which the Subcontractor might have under the Contract Documents. Establishment of the time period of 2 year(s), or special extended time periods required by the Contract Documents, for correction of the Work as described above relates only to the specific obligation of the Subcontractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Subcontractor's liability with respect to the Subcontractor's obligations other than specifically to correct the Work.

In the event of the Subcontractor's failure to comply with the conditions of this warranty within 5 days after being notified in writing by the Contractor, the Subcontractor, hereby authorizes the Contractor to proceed to have said defects repaired and made good at the Subcontractor's expense and the Subcontractor will honor and pay the costs and charges therefore upon demand.

The term "Work" means the construction and services required by the Contract Documents and includes all other labor, materials, equipment and services provided by the Subcontractor to fulfill the Subcontractor's obligations. The Work may constitute the whole or part of the total construction performed under the Contract Documents.

Date _____

Contractor _____

Address _____

Telephone _____

Signature of Contractor _____

Title _____