

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

SCOPE OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Work Covered by Contract Documents
- B. Contract Scope
- C. Contractor Use of Premises

1.2 WORK COVERED BY CONTRACT DOCUMENTS:

- A. Work Included: Modernization at SOHS Building 400 Science Classrooms, total of (6) classrooms to be modified to (4) classrooms and workrooms as shown in Bid drawing. Works including demo existing classrooms, electrical/mechanical/plumbing upgrades, ADA and POT upgrades, and all related work associated with this Prime Contractors scope of work. The work to be performed by this prime contractor shall conform to the requirements of all of Division 00 and Division 01, Supplement Environmental, Asbestos Survey Reports, to be used, as well as the Supplemental Conditions, General Notes, Key Notes, and other related documents including Addenda(s). Include the furnishing of all supervision, labor, materials, tools, equipment, transportation, plan and services necessary therefore and incidental thereto to complete the project. If reference is not made to a specific specification section, this does not relieve this prime contractor of his material obligation for specification sections that pertain to his work and are not mentioned herein. The work shall consist of, but not be limited to the following project procedures/scope:

- 1. This Prime Contractor is to provide all required materials, equipment and labor necessary to complete the removal and replacement of flooring for this Prime Contractors scope of work per the plans and specifications. This includes asbestos abatement as noted in the report that is a part of the bid documents. Contractor to handle all AQMD notifications.
- 2. **This prime contractor is to add an allowance of \$100,000 in their base bid. The allowance shall be listed as a line item in the schedule of values.** The allowance is to be utilized at the discretion of the School District through the Construction Manager. The Construction Manager shall be

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informed of any additional work for validation and for authorization from the District to use the allowance or portion of the allowance for the work. The Construction manager will document the proposed work, (via the AUR form) which will be performed on a time and material basis, not to exceed if such claim is valid. If this allowance is not exhausted by end of this prime contractor contract, a deductive change order will be prepared for any portion of the allowance not used. The allowance shall be listed as a line item on the contractor's schedule of values.

3. The following is additional information, instructions and detailed requirements for this Prime Contractors scope of work as identified. Not all specification sections are listed below, only further detail into specific sections along with additional instructions for the project that pertain to this Prime Contractors scope of work.
 - a. This Prime Contractor is responsible for all barricades, or other types of protection necessary to prevent damage to existing improvements indicated to remain. This prime Contractor is to ensure that the site is secured at all times by usage of barricades, fencing & gates w/locks, and any other means required on a daily basis to prevent entrance by unauthorized personnel. This Prime Contractor is also responsible for providing daily cleanup, including any surrounding area of work affected by the proposed construction for this prime contractor. Maintain and/or rework fencing, barricades, and paths of travel on a daily basis and/or as described in Section 01 50 00, Temporary Facilities and Controls or as directed by the Construction Manager.
 - b. Ensure protection of existing site. No stockpiling of construction materials are allowed. No excess foot or vehicular traffic, or parking of vehicles within planters and landscaped areas during the demolition and construction stage of this project through to project acceptance by the owner. Any damage to the above is to be corrected / repaired by this Contractor at no additional cost to the District by returning said area back to its original splendor.
 - c. Daily haul off all displaced materials generated by this Prime Contractor's scope of work. **DAILY CLEANUP IS AN ABSOLUTE MUST. NO EXCEPTIONS.**

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- d. Provide separate storage containers/trash bins/portable restrooms as necessary at each site for this Prime Contractors scope of work. Coordinate with District for location(s) that may be necessary to store construction materials on site.
- e. All costs for repairs due to this Prime Contractor negligence shall be borne by this Prime Contractor without impact to the approved construction schedule and without additional cost to the District.
- f. This Prime Contractor agrees to provide a minimum of one competent English-speaking skilled foreman or superintendent who shall be present at all times during execution of this Prime Contractor's Work. Failure to provide adequate project management or superintending shall result in an assessment of construction management costs levied to have the Construction Manager coordinate and manage the Prime Contractor's and/or subcontractor's work. In no event shall Construction Manager be liable for any costs associated with this Prime Contractor's lack of supervision. This Prime Contractor agrees to use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.
- g. Timely requests for clarifications and other information to allow reasonable response time and avoid delay to the construction schedule.
- h. Provide all hoisting, lifting, carting necessary for this Prime Contractors entire scope of work.
- i. Provide moisture test as needed in each building where flooring replacement is taking place. All rooms that are receiving new flooring shall be waterproof treated prior to new flooring material installation.
- j. Provide all auxiliary materials and miscellaneous accessories as specified or required by the manufacturer in order to provide the required warranty.

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- k. See milestone schedule in specification section 004386 for additional critical dates. By submitting a bid, contractor is committing to meeting the dates indicated in order to be completed per the contract documents. Failure to meet the contracted dates may result in assessment of liquidated damages per contract documents.

- l. The Prime Contractor is responsible for coordinating with the District Construction Manager regarding the construction schedule and availability due to the school operations and student activities during the duration of the construction.

1.3 CONTRACT METHOD:

- A. Construct the Work under a single Lump Sum Contract with a Schedule of Values.

1.4 CONTRACTOR USE OF PREMISES:

- A. Contractor shall have use of the premises for the execution of the Work.

- B. Work Week and Job Hours - Work hours are subject to standard construction hours per the Ordinance set by the City of Buena Park, Fullerton, or La Habra. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. If the contractor plans to work off hours and or weekends at times during the course of the project, this prime contractor needs to notify the Construction Manager forty eight (48) in advance. All weekends, holidays, or irregular hours worked must be supervised by the Construction Manager and be in compliance with local ordinances. Coordinate use of the premises under the direction of the Construction Manager.

- C. Assume full responsibility for the protection and safekeeping of products under this Prime Contract that are stored on the site. Items lost or stolen from the site are the sole responsibility of the contractor to replace at contractors own expense.

- D. The Prime Contractor shall enforce that all persons working on the site use only non-permanent markers, tapes and tags to indicate construction techniques and instructions, on construction in

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progress, and on existing construction. This includes markings on exterior and interior of building and on walks, curbs, walls and other site surfaces. Where work is damaged or defaced by use of permanent marking devices, such work will be subject to cleaning, repair or replacement, as the Architect may require.

- E. Move any stored products under This Prime Contractor's control that interferes with the operations of the Owner and/or any other Contractor that is on a separate contract.
- F. Obtain and pay for the use of additional storage or work areas needed for operations. Coordinate locations with District in advance.
- G. This Prime Contractor shall assume all responsibility for parking his own and his subcontractor's vehicles at the direction of the Construction Manager. Contractor shall coordinate all material deliveries so as to not impact the operation of the school. Deliveries will not be accepted by the District at the site.
- H. Theft: If any person working on the contract should engage in theft of money, property, supplies, equipment, food, or any other item, whether from the District's personnel, students, facilities, employees, visitors, or from another of the Contractor's personnel or subcontractors, will be immediately and permanently dismissed from the site.
- I. All District property is smoke free, drug free, alcohol free, weapons free and graffiti free. This Prime Contractor shall enforce these rules to his crew, subcontractors and suppliers.
- J. All prime contractors must comply with the District's policies regarding worker conduct and security, including fingerprinting and badging requirements as per the Contract Documents.

END OF SECTION

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ALLOWANCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Allowances which the Contractor shall provide for designated construction activities in the Work and in this bid.
- B. The provisions in this Section only apply if the Owner includes Allowances in the Contract.

1.2 RELATED DOCUMENTS

- A. The Conditions of the Contract and other section of Division 01 apply to this section as fully as if repeated herein, including Section 01 01 00 – Scope of Work.

1.3 DESCRIPTION OF REQUIREMENTS

- A. Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The Allowance has been established by the Owner and represents selection by the Owner of the additional work specified by each allowance.
- B. Types of allowance scheduled herein for the Work include lump sum cash allowances. Include all allowances in Contract sum, and identify all allowances in Schedule of Values as separate line items.
- C. Selection and Purchase: At earliest feasible date after award of contract, advise the Architect of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the Work.
 - 1. Establish date by which Contractor must enter into contract and coordinate with work defined by allowance.
 - 2. Establish date by which final list of products must be established for purchase of products and systems as specifically selected by the Owner.

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1.4 DEFINITIONS AND DESCRIPTION OF REQUIREMENTS

A. Allowance Criteria

1. All Allowance amounts can only be used as directed by the Owner.
2. All Allowance amounts are used exclusively for the Owner's purposes and for scope(s) of work listed, as directed by Owner.
3. The Contractor will prepare detailed breakdown of all costs associated with the work defined for the Allowance. These amounts will be charged against the Allowance **(See "Allowance Usage Request" Form in section 01 30 00-25)** based on final detailed payment receipts and back-up as required by Architect, and will include all costs of work performed under the defined work scope.
 - a. If required by Owner, Contractor shall obtain quotes for equipment from three separate vendors and present to District for consideration and selection.
4. Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, installation and all indirect project costs associated with performing the work of each Allowance. Contractor shall be permitted to charge only its direct costs plus markup not to exceed 5%, as listed in the "Allowance Usage Request" (AUR) Form in section 01 30 00 - 25 to perform the work, as indicated through documentation approved by the District.
 - a. At project closeout, unused Cash Allowance amounts shall be credited to the Owner by Deductive Change Order.
 - b. Changes that exceed the scope of work or amount of each Allowance covered by each allowance will be processed as a Change Order per Contract Documents.

PART 2 – PRODUCTS - (Not Applicable)

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PART 3 – EXECUTION

3.1 SCHEDULE OF CASH ALLOWANCES

- A. The Contractor will provide a \$100,000.00 Allowance to be used for unforeseen conditions.

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ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate or Alternate Bid is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the School District decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. A "Schedule of Alternates" is included as an attachment at the end of this section.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division-1 Specification Sections, apply to this Section.
- B. Bid Form

PART 2 – PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES- (Not Applicable)

END OF SECTION

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CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. **This Section (Section 01 26 00) is intended to supplement the “Changes to the Work” (Article 16) in the General Conditions (Section 00 70 00). If there is any inconsistency between any provision in the General Conditions (including in Article 16) and this Section 01 26 00, the provision in the General Conditions shall control.**
- B. This Section specifies administrative and procedural requirements for making modifications to the contract including:
1. Change Orders
 2. Contract Credits
 3. Contract Additions
 4. Construction Change Directives
 5. Instructions
- C. Modifications:
1. Provide full written data required to evaluate contract modifications, including breakdown of labor, material, equipment and description of work with unit costs for each category.
 2. Maintain detailed records of work done on a time-and-material basis.
 3. Provide full documentation for all proposed change orders to the Architect for his review.
- D. Designate in writing the member of Contractor's organization:
1. Who is authorized to accept changes in the Work.
 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

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- E. District will designate in writing the person who is authorized to execute Change Orders for the District.

1.2 RELATED SECTIONS

- A. Addenda: All issued Addendums
- B. Agreement: The amounts of unit prices if any as established in the Contract.
- C. General Conditions Article 16, Changes in the Work.
- D. Section 01 33 00 - Submittals
- E. Section 01 63 00 - Product Substitution Procedures

1.3 REFERENCES

- A. Change Order Requirements per Title 24 Part 1 CCR.
 - 1. Changes in the plans and specifications are to be made by addenda or change orders approved by the Division of the State Architect, Title 24 Part 1 Section 4-338.
 - 2. Change Orders: Changes or alterations of the approved plans or specifications after a contract for the work has been awarded are to be made by means of Change Orders. State the reason for the change and provide supplementary drawings where necessary. Change orders must be manually signed by the Architect or Engineer in general responsible charge of observation of the work or by the Architect or Engineer delegated responsibility for observation of the portion of the work affected by the change order.
 - 3. Change Orders are required to bear the approval of the School Board or their authorized representative.
 - 4. One original signed copy by all parties of each change order is required for the files of the Division of the State Architect.

1.4 PRELIMINARY PROCEDURES

- A. The Architect or District may initiate changes by submitting a Request For Proposal. The request will include:

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1. Detailed description of the Change, Products, and location of the change in the Project. Changes may include additions and deletions from the Contract.
 2. Supplementary or revised Drawings and Specifications.
 3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.
 4. A specific period of time during which the requested price will be considered valid.
 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
- B. Contractor may initiate changes by submitting a written Change Order Request to the Architect or District containing:
1. Description of the proposed change.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum and the Contract Time.
 4. Statement of the effect on the Work of separate contractors with breakdown of costs for labor, materials and equipment.
 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE DIRECTIVES

- A. In lieu of Proposal Request, the District through the Architect may issue, a Construction Change Directive for Contractor to proceed with a change which shall state a basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.

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- C. The District and Architect will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.
- D. Contractor may sign and date the Construction Change Directive to indicate agreement with the terms therein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow the Architect and District to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 - 1. Labor required in hours with unit costs.
 - 2. Equipment required.
 - 3. Products required in units.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for Work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time and material basis, with documentation as required for a lump-sum proposal, plus additional information:
 - 1. Name of the District's authorized agent who ordered the work, and date of the order.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time record, summary of hours worked, and hourly rates paid.

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4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

D. Document requests for Substitution of Products as specified in Section 01 63 00.

1.7 CONSTRUCTION CREDITS

A. Work deleted and no work has been completed by the Contractor: Work deleted from the contract is to be credited back to the District and subtracted from the contract amount. Credits are to be included in Change Orders.

1. Contractor shall credit back to the District total value for the work deleted from the contract. Cost of credits shall be determined by the amount stated in the Contractor's Schedule of Values.
2. Where the value of credits cannot be determined from the Contractor's Schedule of values, total value of the credit is to be determined by the cost of materials, labor, overhead and profit, insurance, bonds, etc. All General Contractor, Subcontractor and Material Supplier levels of the Contract are to be included in the total value of credits back.
3. No amount at any level of the contract shall be withheld from credits for overhead and profit, insurance, bonds, time delays, construction schedule changes and administrative expenses.

B. Work deleted and a portion of the work has been completed by the Contractor: Work deleted from the contract is to be credited back to the District and subtracted from the contract amount. Credits are to be included in Change Orders.

1. Contractor shall credit back to the District the total value of the work deleted from the contract less any work already completed on the credit item. Cost of credits shall be determined by the amount stated in the Contractor's Schedule of Values less any work already completed. Completed work may include cost of shop drawings, submittals, site

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preparation, partially completed work on the credit item or other expenses related to the item.

2. Where the value of credits cannot be determined from the Contractor's Schedule of values, total value of the credit is to be determined by the cost of materials, labor, overhead and profit, insurance, bonds, etc. All General Contractor, Subcontractor and Material Supplier levels of the Contract are to be included in the total value of credits back.
3. An amount equal to the percentage of work already completed on the deleted item may be withheld from credits back for overhead and profit, insurance, bonds, construction schedule adjustments and administrative expenses, as indicated in the General Conditions (Section 00 72 00).

1.8 PREPARATION OF CHANGE ORDERS

- A. The Architect will prepare each Change Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.9 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
 1. The District's Proposal Request and Contractor's responsive Proposal as mutually agreed with the District.
 2. Contractor's Proposal for a change, as recommended by the District or their authorized agent.
- B. The District, Division of the State Architect and Architect or Engineer in responsible charge will sign and date the Change Order as an authorization for the Contractor to proceed with the changes.
- C. The Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.10 UNIT PRICE CHANGE ORDER

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- A. Content of Change Orders will be based on either:
 - 1. The District's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as recommended by the District or Authorized Agent.
 - 3. Survey of completed work.

- B. The amounts of unit prices (if available) to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between District and Contractor.

- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. The District and Architect or Engineer in responsible charge will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 - 2. Contractor is to sign and date the Change Order to indicate agreement with the terms therein.

- D. When quantities of the items cannot be determined prior to start of the work:
 - 1. The District through the Architect will issue a Construction Change Directive directing the Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
 - 2. At completion of the change, the District or its authorized agent will determine the cost of such work based on the unit prices and quantities used.
 - 3. The Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
 - 4. The District, Division of the State Architect and Architect or Engineer in responsible charge will sign and date the Change Order as authorization for the Contractor to proceed with the Changes.

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5. The Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.11 TIME AND MATERIALS CHANGE ORDER/CONSTRUCTION CHANGE DIRECTIVE:

- A. The District through the Architect will issue a Construction Change Directive directing Contractor to proceed with the changes
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article 1.06, "Documentation of Proposals and Claims," of this Section.
- C. The District or its authorized representative will determine the allowable cost of such work, as provided in General Conditions and Supplemental Conditions.
- D. The District, Division of the State Architect and Architect or Engineer in general responsible charge will sign and date the Change Order to authorize the change in Contract Sum and in Contract Time.
- E. The Contractor will sign and date the Change Order to indicate agreement with the terms therewith.

1.12 INSTRUCTIONS

- A. Architect's Supplemental Instructions:
 1. Minor changes in the work shall be carried out in accordance with supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time.
 2. The Architect will issue, sign, and date Supplemental Instructions.
 3. The Contractor will sign and date Supplemental Instructions to indicate acceptance of minor changes consistent with the Contract Documents and return signed copy to Architect.

1.13 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work and to record the adjusted contract amounts.

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- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
- C. Revise sub-schedules to show changes for other items of work affected by the changes.
- D. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

1.14 FORMS

- A. Refer to Section 01 30 00-2 Appendix-General Forms

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

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PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. **This Section (Section 01 29 00) is intended to supplement the "Payments to Contractor" (Article 21) in the General Conditions (Section 00 72 00). If there is any inconsistency between any provision in the General Conditions (including in Article 21) and this Section 01 29 00, the provision in the General Conditions shall control.**
- B. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- C. Submit applications for payment to Architect in accordance with the schedule established by the conditions of the Contract and Agreement between Owner and Contractor.
- D. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.2 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 7 calendar days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project Bid Number.
 - d. Contractor's name and address.

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- e. Date of submittal.
2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Generic name.
 - b. Related Specification Section.
 - c. Name of subcontractor.
 - d. Dollar value.
 - e. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into specific line items.
 4. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
 5. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the District.
- B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work

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covered by each Application or Payment is the period indicated in the Agreement.

- C. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G 703 as the form for Application for Payment.

- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the District. Incomplete applications will be returned without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
 - 3. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
 - 4. When Architect finds the application completed and correct will transmit a certificate for payment to Owner with a copy to the Contractor.

- E. Lien Releases: With each Application for Payment submit Lien Releases from subcontractors or sub- subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial Lien Releases on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full Lien Releases.
 - a. Submit final Application for Payment with or preceded by final Releases from every entity involved with performance of Work covered by the application that could lawfully be entitled to a lien.
 - 3. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the District.

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- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Copies of authorizations and licenses from governing authorities for performance of the Work.
 5. Certificates of insurance and insurance policies.
 6. Performance and payment bonds (if required).
- G. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Assurance that unsettled claims will be settled.
 3. Assurance that Work not complete and accepted will be completed without undue delay.
 4. Transmittal of required Project construction records to Owner.
 5. Removal of temporary facilities and services.
 6. Removal of surplus materials, rubbish and similar elements.
 7. Change of door locks to Owner's access.
 8. Project inspector's status of completion report.
 9. Warranties (guarantees) and maintenance agreements.
 10. Test/adjust/balance records.
 11. Maintenance instructions.
 12. Meter readings.

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13. Start-up performance reports.
14. Change-over information related to Owner's occupancy, use, operation and maintenance. Final cleaning.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

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CONSTRUCTION PROCEDURES MANUAL

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

**SONORA HIGH SCHOOL
SCIENCE CLASSROOM MODERNIZATION PROJECT**

CONSTRUCTION PROCEDURES MANUAL

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I. INTRODUCTION

This Construction Procedures Manual has been developed for the Fullerton Joint Union High School District.

The purpose of this Manual is to provide the District, the Architect, Inspector and Contractors detailed information concerning the Project requirements and procedures.

This Section (Procedures Manual - Section 01 30 00) is intended to supplement and clarify the process for many of the procedures indicated in the other Contract Documents including the General Conditions (Section 00 72 00) and other Division 1 Sections. If there is any inconsistency between any provision in this Section 01 30 50 and with the other Contract Documents—including the General Conditions (Section 00 72 00) and the other Division 1 Sections—the provision in the other Contract Documents shall control.

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II. PROJECT PROCEDURES

A. COMMUNICATIONS

This Section (Procedures Manual - Section 01 30 50) is intended to supplement and clarify the process for many of the procedures indicated in the other Contract Documents including the General Conditions (Section 00 72 00) and other Division 1 Sections. If there is any inconsistency between any provision in this Section 01 30 50 and with the other Contract Documents—including the General Conditions (Section 00 72 00) and the other Division 1 Sections—the provision in the other Contract Documents shall control.

B. MEETINGS

1. Pre-Construction Meeting - (Section 01 31 00)

After award of the Contract, the Construction Manager will schedule a "Pre-Construction Meeting" to be held at a time and location designated by the Construction Manager. **An authorized representative of Contractor MUST attend the "Pre-Construction" meeting.** Minutes of the meeting will be prepared and distributed by the Construction Manager

2. Weekly Project Meeting - (Section 01 31 00)

- a. The Construction Manager will conduct a weekly Project meeting in the onsite office.
- b. Contractor with crews on site and upcoming work must attend weekly meetings.
- c. Persons required to attend the weekly Project meetings include Contractor's supervisory personnel, subcontractor personnel, (as appropriate), the Construction Manager, Architect ("Architect"), and others as requested by the Construction Manager. District personnel may attend at any time.
- d. The Contractor(s) shall bring any documentation as may be required in order to accomplish a joint review and status of the Project activities.
- e. Contractor(s) shall prepare a two week "look ahead" schedule for review at each meeting. The schedule shall be prepared in

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accordance with the scheduling section of this manual and will be reviewed with the contract schedule at each weekly meeting.

3. Special Project Meetings

The Construction Manager may call a Special Project Meeting at any time during the course of the Project. Special Project Meetings, if deemed necessary, shall include representatives of the Contractor(s) and subcontractors as requested in order to provide an adequate line of communication to discuss problems and/or solutions that are common to the Project.

C. SITE RULES

1. All Fullerton Joint Union High School District's Campuses are Non-Smoking and Drug Free.
2. All Fullerton Joint Union High School District's Campuses are alcohol free.
3. All personnel are required to wear appropriate protective clothing, work shoes, and safety equipment at all times.
4. All personnel shall restrict their behavior, their language and their demeanor so as to avoid harassment to students and faculty.
5. Violations of Site Rules may result in permanent banning from the Project.

D. PROJECT DOCUMENTS Construction Manager will administer all document control.

1. SUBMITTALS

- a. Contractor shall submit all shop drawings, samples and product data as indicated in the Contract Documents, including Section 01 33 00 – Submittal Procedures.
- b. Every Submittal shall be made using the enclosed submittal form. A separate form must be filled out for each submittal. At a minimum, every submittal shall contain the following information:

1. Project Name

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2. Contractors Name & Address
3. DSA Application Number.
4. Submittal Number according to the Submittal Registry.
5. Submittal Date
6. Specification and/or Drawing Reference.
7. Contractor Name and Address
8. Index of Items Submitted
9. Number of Copies.

Each submittal must be complete in all forms to allow review without further contact with the Contractor.

- c. **CONTRACTOR WILL STAMP AND SIGN SUBMITTALS, SHOP DRAWINGS, ETC. THAT HE HAS REVIEWED THE ITEMS SUBMITTED, AND CERTIFIES THE ITEMS ARE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THAT EACH HAS BEEN CHECKED FOR DIMENSIONS AND RELATIONSHIPS WITH WORK OF ALL OTHER CONTRACTORS AND TRADES INVOLVED.**
- d. The Construction Manager may reject any submittal if it is, in his or her judgment, incomplete or inadequate. In such case, one copy of the rejected submittal will be retained by the Construction Manager with remaining copies returned to the Contractor with the reason for rejection cited.
- e. All Submittals shall be numbered by the Contractor as follows:

Start with Contract number for your Submittal, followed by the complete specification section number of the item submitted. For example, assuming Reinforcing Steel is required by Specification Section 03 30 00.3.2. The Submittal number for this example is: 0002-03300-2-B In the event there is a revision required to a submittal, the re-submittal uses the same number as the original, appended with "Rev. 1". The Submittal example then would read: 0002-03300-2-B - Rev. 1.
- f. The Construction Manager will transmit acceptable submittals to the Architect for review and comment.

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E. ARCHITECT/ENGINEER REVIEW COMMENTS

1. The Architect will review all submittals and, where appropriate, make written commentary. The Architect's comments will be similar to the following:
 - a. "NO EXCEPTIONS TAKEN" - the Contractor may proceed with work covered by the submittal.
 - b. "MAKE CORRECTIONS NOTED" - The Contractor may proceed with the work, provided the Contractor proceeds in accordance with the notes and comments on the submittal.
 - c. "REVISE and RESUBMIT" - the Contractor shall NOT begin any work covered by the submittal until a revision or correction to the submittal has been re-submitted, reviewed and returned to the Contractor.
 - d. "REJECTED" - the Contractor shall not begin any work covered by the submittal until a new submittal has been prepared, submitted and reviewed.

F. SUBMITTAL & SHOP DRAWING QUANTITIES

1. Submittals, Shop Drawings and Product Data shall be submitted in the following quantities:
 - a. SAMPLES: Three or more samples.
 - b. SHOP DRAWINGS: One (1) reproducible and seven (7) copies.
 - c. PRODUCT DATA: Seven (7) copies.

G. DISTRIBUTION OF REVIEWED SUBMITTALS

1. SHOP DRAWINGS - Seven Sets
One (1) reproducible and One (1) copy to Contractor
One (1) copy retained by Architect
One (1) copy retained by the Consultant/Engineer
One (1) copy retained by the DSA Inspector
Two (2) copies to the Construction Manager
One (1) copy to the District

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2. PRODUCT DATA - Seven Sets
 - Three (3) sets to Contractor
 - One (1) copy retained by Architect
 - One (1) copy retained by the Consultant/Engineer
 - One (1) copy retained by the DSA Inspector
 - One (1) copy to the Construction Manager

If Contractor requires additional reviewed copies of shop drawings or product data, he shall print copies from the reproducible at Contractor's expense.

Fabrication or other work performed in advance of receipt of reviewed drawings, samples or test certifications will be entirely at the Contractor's risk.

H. REQUEST FOR INFORMATION (RFI)

Should the Contractor(s) require clarification or additional information of the plans or specifications, he will direct the request to the Construction Manager on the RFI form as provided by the Construction Manager. Sample forms are in the appendix.

Each RFI will be numbered sequentially by each Contract Number. Contractor, beginning with Contract Number for RFI, and then a sequential number. For example: Contract Number 02 Contractor's RFI would be numbered "02-0001". Contractor shall be responsible for maintaining his own "log". The Construction Manager will maintain the Construction Manager's RFI log, and each week, the Construction Manager RFI Log will be distributed & discussed at the weekly meeting.

The RFI shall describe thoroughly, the problem or clarification being requested and a suggested solution. The description provided should be adequate and complete to permit a written response without additional communication with the Contractor. The Contractor shall attach related sketches, information or correspondence which may have been received from subcontractors or vendors on the subject. Each attachment to the RFI shall have the RFI # marked plainly on the attachment pages are to be numbered "Page __ of __." In instances where the Contractor believes there may be a conflict between elements of the plans and specifications, he should identify the conflict and indicate the manner in which he interpreted the sections in preparing his bid.

No RFI will be accepted without proper reference to Plan Drawings, Shop Drawings and / or Specification Sections, and all areas completely filled out.

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The contractor shall list potential solutions to expedite resolution by the Architect and District and the Contractor shall insure that all line items in the RFI Form are completely filled out before submitting to the Construction Manager.

The Construction Manager will review the RFI and will either:

1. Return the RFI to the Contractor for additional information or response.
2. Forward the RFI to the Architect of Record for response, copying the Project Inspector.
3. Provide a response and return to the Contractor, with copies to the Architect of Record and Project Inspector. RFI's answered by the Construction Manager are logged as official RFI's and subject to all of the below conditions.

A routine RFI shall be handled as follows:

1. Once the Architect receives the RFI from the Construction Manager, he must respond or pass the RFI on to the proper consultant.
2. The appropriate recipient of the RFI will provide the response as soon as possible so as to not cause any undue delay in the Work of the Project.
3. When the Construction Manager receives a response back from the Architect, the Construction Manager will review the answer and transmit it to the Contractor as soon as possible.
4. All RFI's properly executed, answered and reviewed must be posted on plans by the Contractor within twenty-four (24) hours of receipt by the Construction Manager.
5. In the event a Contractor believes an RFI has remained unanswered for a period of time that is causing a delay in the Work of the Project, the Contractor shall immediately request a meeting to address that RFI, in which the Construction Manager, Architect, Project Inspector, and appropriate Consultant shall attend.

RFI's requiring critical response timing shall be duly annotated as to the urgency of the response date.

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If the RFI review indicates a change or revision is necessary to the Contract Documents, the Architect will prepare appropriate drawings and/or specifications required to define the change or revision.

If the Contractor believes the clarification or direction provided by the response to the RFI will impact the cost or schedule of the Project, he shall provide prompt notification thereof to the Construction Manager in accordance with the General Conditions. Upon notification thereof to the Construction Manager, the Contractor shall prepare a Proposed Change Order, if approved by the District thru the Construction Manager, which shall be processed as a Change Order. In the event the Contractor fails to notify the Construction Manager, no consideration will be given to the Contractor for additional costs as outlined in the Change Order process in the Contract Documents.

I. SCHEDULES

The Contractor shall, within seven (7) calendar days after issuance of the Notice to Proceed, furnish the Construction Manager a schedule that addresses the work in his Contract (s). This schedule may be in bar chart format, and as a minimum, shall include the following:

1. Detail of activities required for their mobilization and start of construction.
2. Activities of other Contractors which must be completed prior to starting various components of other work.
3. A plan for completion of work in sufficient detail to allow observation and monitoring by the Construction Manager. Any activity longer than five (5) working days shall be broken down into phases of five (5) working days or less in length.
4. List activities which must be complete for succeeding contractors to start their work.
5. Show submittals and shop drawing preparation and review time.
6. Long lead procurement requirements.
7. Include all necessary and required DSA Inspections in Schedule.

The Contractor will adapt schedules into a Critical Path Method (CPM) network or Bar Chart, per the Contract Documents. Contractor will review the logic and duration of activities affecting his work. The Construction

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Manager will conduct a meeting with Contractor(s) to incorporate revisions and issue the approved construction schedule.

The schedule will become the basis for determining completion of the Project and will be reviewed at each weekly meeting per the Contract Documents.

Contractor will prepare and submit at each weekly meeting a 2-Week-Look-Ahead Schedule. The 2-Week-Look-Ahead Schedule shall be a two (2) week Projection of activities currently in progress or to be started within the following two (2) week period (use form within this manual).

The 2-Week-Look-Ahead Schedule will be reviewed against the base Contract Schedule each week to evaluate the progress of the work. Contractor shall submit a recovery schedule in the event his work falls behind the approved construction schedule.

J. INSPECTION & TESTING

Contractor shall be responsible for maintaining the necessary licenses required for the completion of the work.

The District will pay for State assessed plan check fees and inspection fees, unless otherwise indicated.

Contractor and Subcontractor will be responsible for obtaining and paying for any required City Business licenses.

The on-site Inspector will make normal building and code compliance inspections. Contractor will be responsible for compliance with all requirements of applicable codes per the Contract Documents. Contractor shall inform the Construction Manager at least 2 working days prior to scheduling required inspections. Use Inspection Request Form supplied in the appendix of this manual.

Inspection, testing, and sampling will be performed as specified in the Contract Documents. The District, through the Construction Manager, will contract for performance of soil, concrete, steel, grout and mortar testing. Review the Contract Documents for Contractor testing and sampling requirements. In all cases where testing is being performed of samples being taken, the Construction Manager will be given notification pursuant to Contract Document requirements.

If inspection or testing discloses errors, omissions, inconsistencies, or deficiencies during construction activities, the Contractor will be immediately notified using the "Notice of Non-Conforming Work" form. If corrective action

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is not apparent, the Construction Manager may request the Contractor to propose a corrective action plan.

Where utilities (electric, water, drainage, sewer, gas, etc.) must be disrupted by construction activity, each Contractor shall notify the Construction Manager in writing at least fourteen (14) calendar days prior to the disruption, to be reflected on the 2-Week-Look-Ahead Schedule.

Contractor shall provide All **INSPECTION REQUESTS** to the Construction Manager who will provide it to the Inspector. The Construction Manager shall log and monitor time, date and subject of all Inspection Requests utilizing an Inspection Log, and maintaining a binder additionally containing copies of above completed form, as well as copies of Inspection Request Response form executed by the Inspector. Photographs of area or items to be inspected will be taken and kept as part of the permanent daily record of the project. Inspection log must indicate the title/number of the photos and their permanent file location.

K. VERIFIED REPORTS are required. (DSA Form 6-C)

Each Contractor shall submit the required verified reports to the Construction Manager at the end of construction.

Three (3) copies of the report with **Blue ink wet signatures** shall be submitted. Retention may not be paid if Verified Reports are not received. The Construction Manager will transmit the completed Verified Reports to the Inspector for transmittal to DSA and the Architect. Use SSS-6 form supplied in appendix.

L. SAFETY

Contractor shall have sole and complete responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with this Project. In no case shall the District, the Construction Manager, the Architect, the Inspector or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work.

Contractor will provide the Construction Manager a copy of his updated safety program prior to commencing the work.

Contractor must submit a Safety Plan to the District via the Construction Manager within seven (7) calendar days of the issuance of the Notice to Proceed. Contractor will conform to all applicable OCIP Regulations.

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M. CHANGE ORDER PROCEDURE

The District, through the Construction Manager, may from time to time direct the Contractor to make changes in the work within the general scope of the Contract. All changes to the Contract will be implemented through written orders or directives prepared by the Architect and issued by the Construction Manager.

When the Construction Manager believes a change order to the construction documents is required that may involve a change in time or cost, he will request the Architect prepare a Bulletin and issue it to the Construction Manager. The Construction Manager will attach a Potential Change Order (PCO) form to the Bulletin requesting the Contractor to submit a proposal. The Proposal will fully describe the proposed change(s) to the Contract Documents, including sketches, new drawings, or revised specifications as required. The Construction Manager will maintain a log of all PCOs issued. The Construction Manager shall number each PCO. Sample PCO forms and work sheet are in the appendix.

Should the Contractor believe that conditions have changed or he has been directed to do additional work requiring a change in time or cost, he may request the Construction Manager to prepare a PCO delineating the changed condition along with the cost and/or time impact. If the Contractor intends to make claim for a change in the contract time or cost, he must give the Construction Manager written notice per Contract Documents after the occurrence of the event giving rise to the claim, or lose his rights to the cost recovery of the extra work arising from the claim.

Upon return of the PCO the Construction Manager will evaluate the Contractor's quotation for the work, using an estimate of time and cost impact prepared by the Architect or the Construction Manager. If the quotation is acceptable to the Construction Manager, the proposal will be forwarded to the District and the Architect. If the quotation is judged by the Construction Manager to be not acceptable, he will begin negotiations with the Contractor to come to an agreement as to the time and cost impact.

The District and the Architect may issue through the Construction Manager a PCO which directs the Contractor to proceed with a change which will be included on a subsequent Change Order. The routing procedure will be the same as a change order. If the PCO directs work to proceed prior to agreement on a lump sum quotation, the Contractor shall prepare an Extra Work Report **each day** for signature by the Construction Manager and/or the Inspector. **Extra Work tickets not signed daily will not be paid for.**

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The Construction Manager will review each Proposed Change Order with the Architect to determine the appropriate DSA approval and proceed accordingly.

N. APPLICATION FOR PAYMENT

Application for Payment shall be made by the Contractor on a **monthly** basis for work completed on or before the **25th of each month**.

All Applications for Payment shall contain the approved detailed Schedule of Values submitted by the Contractor at the time of award. Applications shall be submitted on forms provided in the appendix. **No other form will be accepted.**

No later than the 25th of each month, Contractor shall submit a "Preliminary Pay Request" (pencil copy) to the Construction Manager for review. Only the Schedule of Values need be submitted. The "Preliminary Pay Request" shall include a detailed Schedule of Values showing percentages of work complete or scheduled to be complete through the end of the month. The Construction Manager, the Architect and Inspector will review and evaluate the "Preliminary Pay Request". Upon agreement of the amounts due the Contractor, the Contractor will prepare the Application for Payment, and submit seven (7) original copies (wet signature) of the Application to the Construction Manager, last working day of the month, for signatures by the Architect and the Inspector. After signatures are obtained, the Construction Manager will submit the Applications to the District for payment.

Payment for materials delivered to the Project site but not yet incorporated in the work may be made, **at the discretion of the District**. Such materials must be stored at the Project site, properly stacked, crated, boxed, and, if necessary, covered and protected from weather. Documentation of cost shall be provided with the payment request for materials. No payment will be considered without the required documentation.

Change Orders, if applicable, shall not be billed until approval of school board is received.

The District shall always have the right to require, with any pay application, that the pay application be accompanied by a CONDITIONAL Lien Release for the current application, and an UNCONDITIONAL Lien Release for the prior application, from subcontractor(s), sub-subcontractor(s), and/or suppliers. All Applications are to be NOTARIZED, and signatures are to be in BLUE ink.

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O. PROJECT / CONTRACT COMPLETION

1. The contracts of certain other Contractors may be complete prior to the overall completion of the Project. The entire Project is not complete until Contractors have completed their work and all equipment and furnishings have been installed, systems tested, and accepted. The District may occupy all or any part of the project prior to completion, in accordance with the Contract Documents.
2. When a Contractor considers his work complete, he will prepare and submit to the Construction Manager a "Request for Completion Inspection". This request shall include a certification declaring the work is complete, and ready for inspection and the equipment and systems have been tested and are operational. A copy of the Inspector's Certification of testing compliance shall be attached to the request. In addition, a listing of items requiring correction shall be attached.
3. After receipt of such Request, the Construction Manager will determine whether the work is ready for Inspection. If not ready, the Construction Manager will notify the Contractor, in writing, and state the reasons thereof. The Contractor will remedy the deficiencies and send the Construction Manager a second request for completion inspection. This will be repeated, as necessary, and at the Contractor's expense, for any additional Inspections by the Construction Manager, until the Construction Manager determines the project is ready for inspection.
4. When the Construction Manager determines the work is ready for inspection, the Construction Manager will arrange for a Completion Inspection with the District, the Architect, the Inspector, the Construction Manager and the Contractor. Upon completion of the inspection, the Construction Manager will transmit the "Punch List" to the Contractor citing items that must be corrected to achieve completion.
5. Upon completion and inspection of the corrected items the Architect, in conjunction with the Construction Manager, will prepare the documentation for issuance of the Certificate of Completion.
6. The Contractor shall provide all Closeout Documentation as required by the Contract Documents.
7. The Construction Manager will coordinate inspections by all agencies to allow occupancy.

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P. CONTRACT CLOSE-OUT- (Section 01 77 00)

1. Contract close-out involves review of the Contract Documents, drawings, specifications, schedules, and inspection reports to ensure the Contractors have satisfactorily completed the requirements of the Contract Documents. Before release of retention and the amount indicated within the Schedule of Values for Closeout Documentation, the Contractor must deliver to the Construction Manager the following close-out submittals and documentation: Including, but not limited to, the following:
 - i. Certificates of Inspection as applicable to each bid package
 - ii. Project record documents, including as-built documents
 - iii. Operation and Maintenance Manuals - (per 01 78 00 Contract Documents)
 - iv. Warranties - two wet signed notarized originals that **MUST** be signed with blue ink
 - v. Keys and keying schedule
 - vi. Spare parts and materials
 - vii. Statement of completion of all punch list items
 - viii. Affidavit that all payrolls, bills, and indebtedness connected with the work have been paid or satisfied - sworn statement
 - ix. Final waiver of liens
 - x. Consent of Surety to final payment
 - xi. Final Verified Reports
 - xii. Other data as required by the Construction Manager for assurance of satisfaction of the requirements of the contract documents.
 - xiii. In-Service Schedule
 - xiv. Commissioning
 - xv. All Closeout Documentation

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The Architect will make distribution of the close-out submittals to the District with copies to the appropriate project team members.

2. The Architect will draft the Notice of Completion for Board presentation.
3. Upon completion and submittal of all Contract closeout times, the Contractor shall submit written notice to the Construction Manager that the Project is ready for final inspection. Concurrent with the request for final inspection, the Contractor shall prepare and submit a final application for payment.

END OF SECTION

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Pages 18 : [RESERVED FOR FUTURE USE]

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Daily Construction Job Report

School Site: _____ DATE: _____

FJUHSD Project: _____

Weather: _____ Time Work Started: _____

Supt/Foreman: _____ Time Work Ended: _____

Work Force Workers Name	Number of Hours					
	Foreman	Journeyman	Apprentice	Laborer	Operator	Other
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						

WORK DONE and MATERIALS DELIVERED

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
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 SUBMITTAL FORM
 # _____**

Firm: _____	Bid # _____
Address: _____	DSA Application Number: # _____
Phone: _____	Email: _____

SUBMITTAL

Bid # _____ SUBMITTAL # _____

DATE: ___ / ___ / ___ TITLE/Description: _____

SPEC. SECTION or DRWG. # : _____ NO. COPIES SUBMITTED: _____
 NO. COPIES RETURNED: _____

TO:

DSA FILE NO:	CONTRACTOR: _____	
	ADDRESS: _____	
DSA APP. NO:	PHONE: _____	
	ATTN.: _____	

CONTRACTOR CERTIFIES: We have reviewed the attached submittal verifying products in this submittal, dimensions, adjacent work, and coordination of information is in accordance with the requirements of the work and contract documents, and approve this submittal (Reference Section 01330).

BY: _____ DATE: ___ / ___ / ___
Contractor's Representative

FOR USE BY ARCHITECT: ARCHITECT'S STAMP:

- _____ NO EXCEPTIONS TAKEN
- _____ MAKE CORRECTIONS NOTED
- _____ REVISE & RESUBMIT
- _____ REJECTED

REMARKS: _____

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SUBSTITUTION REQUEST FORM
_____

DATE: _____ BID PACKAGE _____
 TO: _____

PROJECT:

SPECIFIED ITEM:

Section	Page	Paragraph	Description

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

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

1. The proposed substitution does not affect dimensions shown on drawings:
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The proposed substitution is submitted within the time frames indicated in the Contract Documents.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by: _____
 Signature _____
 Firm _____
 Address _____
 Remarks _____
 Date _____
 Telephone _____
 Fax: _____

(For Use By The Design Consultant)

___ Accepted ___ Accepted as noted

___ Not Accepted ___ Received too late

Reviewed By _____

Date: _____

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 INSPECTION REQUEST**

DATE:	CONTRACTOR:
-------	-------------

SUB-CONTRACTOR/ TRADE: (if any)

DESCRIPTION OF REQUIRED INSPECTION:

INSPECTION LOCATION:	DATE REQUIRED:
	TIME REQUIRED:
PHONE:	

REQUESTED BY:	DATE:
TITLE:	SPECIAL INSTRUCTIONS:
SIGNATURE:	BATCH PLANT INSP. REQ'D: YES NO

INSPECTORS COMMENTS:	
DATE:	SIGNATURE:

SUBMIT TO (CM), 2 WORKING DAYS PRIOR TO DATE & TIME REQUIRED.

DATE & TIME RECEIVED BY CM :
CM. PROJECT MANAGER:

cc: CM File

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REQUEST FOR INFORMATION
(RFI)

(ALL LINE ITEMS MUST BE COMPLETED PRIOR TO SUBMITTAL)

TO: _____

Ref No.: _____

RFI No. _____ - _____ Bid Pkg. RFI No.

FROM: _____

DWG. REF.: _____

FAX No.: _____

Cost Impact: Yes <input type="checkbox"/> No <input type="checkbox"/>
--

School: _____

(For cost impact, provide detailed breakdown of the change for approval)
--

Bid Pack: _____
Trade not BP No.

Spec. Ref: _____

Date: _____

Description of Problem/Clarification/Information Required:

Drawings attached:

Proposed Solution:

Question By: _____

Date: _____

Response: _____

Response By: _____

Date: _____

Reviewed By: _____

Date: _____

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REQUEST FOR QUOTATION FORM

Bid Number :

RFQ NO.: _____

DATE / /

TO:

Please submit price quotation for the following work:

(Support Quotation with detailed cost breakdown and back-up materials.)

Reference Document, if any: _____

Price Quotation needed by: _____

Request submitted by: _____ **DATE:** / /

Parties agree and acknowledge the information in this Request for Quotation is for review purposes only. This Request for Quotation is not a request for, nor an authorization of additional work or an extension of the Contract period.

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CHANGES AND EXTRAS FORM

The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. .

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attach itemized hours and rates)	_____	_____
(c) Equipment (attach invoices)	_____	_____
(d) Subtotal	_____	_____
(e) If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item (d).	_____	_____
(f) Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2% - with a wage ceiling of \$84,900; Medicare @ 1.45% - no wage ceiling; FUTA @ .8% - with a wage ceiling of \$7,000; ETT and SUI @ 2.3% - with a wage ceiling of \$7,000; Workers' Compensation @ 5.94% ; Liability and Property Damage @ 2.5% . Total not-to-exceed is 19.19% . <i>(Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).</i>	_____	_____
(g) Subtotal	_____	_____

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
 BID NO: 04-124966**

	<u>EXTRA</u>	<u>CREDIT</u>
(h) General Contractor's Overhead and Profit: Not to exceed fifteen percent (15%) of Item (g) if Contractor performed the work. No more than five percent (5%) of Item (g) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed fifteen percent (15%) if Item (g), and portions performed by Subcontractor shall not exceed five percent (5%) of Item (g)	_____	_____
(i) Subtotal	_____	_____
(j) Bond not to exceed one percent (1%) of Item (g)	_____	_____
(k) TOTAL	_____	_____
(l) Date / Time	_____	_____

The undersigned Contractor approves the foregoing Construction Change Directive as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Construction Change Directive, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Construction Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived. The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966
CHANGE ORDER NUMBER # _____**

Distribution to:

Owner: Fullerton Joint Union High School District
Architect:
Construction Manager:
Contractor:
Inspector of Record:
State: Division of the State Architect

PROJECT:

INITIATION DATE:

OWNER: *FULLERTON JOINT UNION HIGH SCHOOL DISTRICT*

ARCHITECT:

CONTRACTOR:

D.S.A.#:

CONTRACT DATE:

COMPLETION DATE:

You are directed to make the following changes in this contract:

DETAILED DESCRIPTION OF CHANGE

ITEM NO: 1

REQUESTED BY: District

REASON FOR CHANGE:

Insert reason

TOTAL DOLLAR AMOUNT OF CHANGE <\$ _____ >

CHANGE IN CONTRACT TIME 0 Days

Not valid until approved by the School District, Contractor, Architect, and Division of the State Architect (DSA).

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time. The Architect has reviewed the figures submitted by the Contractor, and they have been reviewed and approved by the School District; we believe this request is valid and recommend your approval for acceptance.

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
 BID NO: 04-124966**

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the terms herein and in compliance with the applicable sections of the contract documents. This change order is hereby agreed to, accepted, and approved, all in accordance with the General Conditions of the contract documents.

The original Contract Price was \$ _____
 Net change by previously authorized Change Orders \$ _____
 The Contract Price prior to this Change Order was \$ _____
 The Contract Price will be **decreased** by this Change Order \$ _____
 The Contract Price including this Change Order will be \$ _____

The Contract Time is unchanged, therefore, the Date of Completion as of the date of this Change Order remains _____

<p>ARCHITECT:</p> <p>By: _____ Architect</p> <p>Date: _____</p>	<p>CONTRACTOR:</p> <p>By: _____ Contractor</p> <p>Date: _____</p>	<p>OWNER:</p> <p>Fullerton Joint Union High School District 1051 W. Bastanchury Road Fullerton, CA 92833</p> <p>By: _____ Ruben Hernandez, Assistant Superintendent, Business Services</p> <p>Date: _____</p>
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DIVISION OF THE STATE ARCHITECT
 10920 Via Frontera Road, Ste. 300
 San Diego, California 92127

Date: _____

INSTRUCTION SHEET

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

A. GENERAL INFORMATION:

The Payment Application and the Schedule of Values Sheet are designed to be used on a project where a Contractor has a direct Agreement with the District.

B. COMPLETING THE PAYMENT APPLICATION:

After the Contractor has completed the Schedule of Values Sheet, summary information should be transferred to the Payment Application.

The Contractor should sign the form have it notarized and submit it, together with the Schedule of Values, to the Architect. Seven signed, notarized originals should be submitted.

The Architect should review it and, if it is acceptable, complete the Architect's Certificate for Payment on this form. The completed form should be forwarded to the District.

C. COMPLETING THE SCHEDULE OF VALUES SHEET:

Heading: Complete the information here consistent with similar information on the Payment Application.

Columns A, B & C: These columns should be completed by identifying the various portions of the project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C: This column should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of Column C may be adjusted by Change Orders during the Project.

Column D: Enter in this column the amount of completed Work covered by the previous application. This is the sum of columns D and E from the previous application. Values from column F (Materials Presently Stored) from prior payments should not be entered in this column.

Column E: Enter here the value of Work completed until the time of this Application, including the value of materials incorporated in the project, which were listed on the previous Application and Certificate for Payment under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column *must* be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payments by the District for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period).

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location of the Payment Application.

D. MAKING PAYMENT

The District should make payment directly to the Contractor based on the amount certified by the Architect on the Payment Application. The completed form contains the name and address of the Contractor. Payment should not be made to any other

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

BID NO: 04-124966

party unless specifically indicated on this form.

TO: Fullerton Joint Union High School District
 1051 W. Bastanchury Road
 Fullerton, CA 92833

PROJECT: _____

APPLICATION NO. _____

- Distribution to:
- OWNER
 - OCDE
 - ARCHITECT
 - CONTRACTOR
 - CONSTRUCTION MANAGER

FROM: _____
 ADDRESS: _____
 CONTRACT FOR: _____

DSA Application No. _____

CONTRACT DATE: ____ / ____ / ____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payments as shown below, in connection with the Contract. Schedule of Values is attached.

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner TOTAL	ADDITIONS	DEDUCTIONS
Approved this Month		
Number Date Approved		
TOTALS		
Net change by Change Orders		

1. **ORIGINAL CONTRACT SUM**\$ _____
2. **NET CHANGE BY CHANGE ORDERS**\$ _____
3. **CONTRACT SUM TO DATE**\$ _____
4. **TOTAL COMPLETED & STORED TO DATE**\$ _____
 (Column G on Schedule of Values Sheet)
5. **RETAINAGE:**
 - a. ____% of Completed Work\$ _____
 (Column D + E on Schedule of Values Sheet)
 - b. ____% of Stored Material\$ _____
 (Column F on Schedule of Values Sheet)
 Total Retainage (Line 5a + 5b or Total in Column 1 of Schedule of Values Sheet)\$ _____
6. **TOTAL EARNED LESS RETAINAGE**
 (Line 4 less Line 5 Total)\$ _____
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)\$ _____
8. **CURRENT PAYMENT DUE**.....\$ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE**\$ _____
 (Line 3 less Line 6)

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

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

CONTRACTOR:

BY: _____ DATE: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this ____ day of _____, 20____
 Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

By: _____ DATE: _____
 INSPECTOR

AMOUNT CERTIFIED \$ _____ **Date:** _____

(Attach explanation if amount certified differs from the amount applied for)

By: _____ DATE: _____
 OWNER: Fullerton Joint Union High School District

ARCHITECT:

BY: _____ DATE: _____
 FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
 CONSTRUCTION MANAGER

By: _____ Date: _____

APPLICATION FOR PAYMENT SCHEDULE OF VALUES

Schedule of Values Sheet

Page 2 of

Application and certificate for payment containing contractor's signed certification, is attached in tabulations below, amounts are stated to the nearest dollar.

Use column 1 on contracts where variable retainage for line items may apply.

Application #

Application Date

Period To

Bid #

A	B	C	D	E	F	G	H	I	
			<i>Work Completed</i>						
Item #	Description of Work	Scheduled Value	From Previous Application (D + E)	This Period	Materials Stored (Not in D or E)	Total Completed & Stored To Date (D +E+F)	% (G/C)	Balance To Finish (C-G)	Retainage (Of Variable Rate)
1		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
2		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
3		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
4		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
5		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
6		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
7		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
8		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
9		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
10		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
11		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
12		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
13		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
14		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
15		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
16		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
17		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
18		\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -
Change Orders (Approved)									
Totals		\$ -	\$ -	\$ -		\$ -		\$ -	\$ -

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and
- (5) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$_____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following: Disputed claims for extras in the amount of:
\$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

2-WEEK-LOOK-AHEAD

1. Insert information, including dates
2. Include Contractor Company Name & Bid Package Number below
3. Include Signature below

Items to Schedule: _____

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
 BID NO: 04-124966**

TIME AND MATERIAL WORK ITEM TICKET

PROJECT: _____ PCO# _____ BP# _____

CONTRACTOR: _____ SHEET# _____ of _____

Reference Document: _____ Submitted for work on: _____

Original Work Date for this Item: _____ Is Work Completed today? _____

Date of Last Work Activity: _____ Date Submitted _____

WORK COMPLETED TODAY:

Location:

L
A
B
O
R

EMPLOYEE NAME	CLASSIFICATION	Hours Noted	REMARKS
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

M
A
T
E
R
I
A
L

ITEM DESCRIPTION	QTY / UNITS	Hours Noted	REMARKS
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

E
Q
U
I
P
M
E
N
T

EQUIPMENT	MAKE & MODEL	Hours Noted	REMARKS	Rented / Owned
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

<p>CONTRACTOR CERTIFICATION: Signature by contractor to certify that all information on this sheet is true and accurate. Contractor also certifies that only the listed labor, material, and equipment listed were used for this item and that no other items are part of this work.</p> <p>CM and/or Construction Supervisor: Verifies hours worked as identified on this sheet only, not acceptance of any cost or schedule impact on behalf of the Owner.</p> <p>IOR: Verifies hours worked as identified on this sheet only, not acceptance of any cost or schedule impact on behalf of the Owner.</p>	<p><u>SIGNATURES</u></p>

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

BID NO: 04-124966

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, California 92833
(714) 680-5622



GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____, has been done in accordance with the plans, drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of ____ (__) year(s) from the date of completion of the Project ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

Contractor's Company Name

By: _____
Signature of Contractor

Print Name

Title

GUARANTEE (continued)

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

Subcontractor's Company Name
(If work performed by subcontractor)

Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____



CONTRACTOR VERIFIED REPORT

This form shall be completed by each contractor having a contract with the owner, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-343 or 4-220. The completed form shall be submitted to the Design Professional in General Responsible Charge, DSA, the project inspector and the school board.

School District/Owner:		DSA File #: -
Project Name/School:		DSA App. #: -
Date of Report:	Number of Attached Pages: <i>(If none, enter zero.)</i>	DSA 152 Card #(s): <i>List all inspection card numbers for which this verified report applies.</i>
Note that DSA-approved construction documents, referred to below, are those portions of the construction documents, duly approved by DSA, that contain information related to and affecting the Structural Safety, Fire/Life Safety, and Accessibility portions of the project.		

COMPLETE SECTIONS 1, 2, 3 & 4 AND PROVIDE ALL REQUIRED DOCUMENTATION

1. CONTRACTOR INFORMATION *(Enter name and check applicable box.)*

Name of Contractor (Company/Firm) Submitting this Report:

Operating as general contractor responsible for all work shown in the *DSA-approved* construction documents.

Operating as contractor responsible for part of the work shown in the *DSA-approved* construction documents. *(Describe scope of work in the contract. Attach additional pages, using form DSA 211, if necessary):*

2. REASON FOR FILING THIS VERIFIED REPORT *(Check applicable box.)*

Final Verified Report: Construction of all work shown in the *DSA-approved* construction documents that is part of my contract is complete.

Termination of contract prior to completion of all work in the contract *(Provide last date of work):*

DSA Request dated:

3. DEFERRED SUBMITTALS *(Check applicable box.)*

This project does not require deferred submittals within the scope of my contract.

All deferred submittals within the scope of my contract are approved by DSA.

The following deferred submittals, within the scope of my contract, are **not approved** by DSA *(Provide list. Attach additional pages, using form DSA 211, if necessary):*

4. DEVIATIONS AS OF THE DATE OF THIS REPORT *(Check applicable box.)*

There are no outstanding or unresolved deviation notices pertinent to my contract and related to work shown in the *DSA-approved* construction documents.

There are unresolved deviation notices pertinent to my contract and related to work shown in the *DSA-approved* construction documents. They are documented by the following form DSA 154 Notice of Deviations *(provide list of DSA 154 Notice numbers and attach copies).*

There is work pertinent to my contract that is not completed in compliance with the *DSA-approved* construction documents. *(Briefly describe. Attach additional pages, using form DSA 211, if necessary.)*

I attest that based on my own personal knowledge (as defined in California Code of Regulations, Title 24, Part 1, Sections 4-336 and 4-214) that, except as marked in Sections 3 and 4, as of the date of this report, the work has been performed and materials have been used and installed, in every material respect, in compliance with the *DSA-approved* construction documents. I declare under penalty of perjury that I prepared this report and that all statements are true.

Contractor Signature: _____ Date: _____

Print Name: _____ Contractor's License No.: _____

Submit completed form to the DSA Regional Office with construction oversight authority for the project.

**FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
BID NO: 04-124966**

CONTRACTOR'S STATEMENT OF RESPONSIBILITY

The Contractor acknowledges that per Section 1706A of the 2007 California Building Code, Title 24, Part 2, a contractor responsible for the construction of a main wind or seismic force resisting system, designated seismic system or a wind or seismic resisting component listed in the statement of special inspections (structural tests and inspection schedule and as noted on the approved plans) shall submit a written statement of responsibility to the Project Inspector and the District prior to the commencement of work on the system or component. To comply with the requirements of Section 1706A, the Contractor acknowledges the following:

1. The Contractor is aware of the special requirements contained in the statements of special inspections (structural tests and inspection schedule and as noted on the approved plans) prepared by the architect of record or the registered design professional per the requirements of the Department of the State Architect (DSA) and Title 24.
2. Control will be exercised to obtain conformance with the construction documents approved by DSA.
3. The Contractor has procedures for exercising control within the Contractor's organization, the method and frequency of reporting, and the distribution of the reports.

[PROVIDE A BRIEF DESCRIPTION OF THE PROCEDURE(S):]

4. The Contractor has the qualified personnel to exercise such control.

[SPECIFY THE NAME (S) OF THE PERSON (S) EXERCISING SUCH CONTROL, THEIR POSITIONS WITHIN YOUR COMPANY AND A BRIEF DESCRIPTION OF THEIR QUALIFICATIONS:]

Dated: _____, 20__

Contractor: _____

By: _____

Name: _____

Title: _____

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

BID NO: 04-124966

**CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Fullerton Joint Union High School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that applies):

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

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

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

Name: _____

Title: _____

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

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

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Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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ALLOWANCE USAGE REQUEST # _____

Per contract documents, mark-up is not to exceed 5%

PROJECT NAME: _____ Project Bid No.: _____

PROJECT DESCRIPTION: _____

TO: _____ DATE ISSUED: _____

FROM: _____ PRICING DUE BY: _____

Any Allowance Usage Request shall be accompanied by a full breakdown of all costs, labor, materials and equipment. Any markup shall not exceed 5%. No work shall commence until the allowance usage request has been approved by the District.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

DESCRIPTION OF AUR:

REQUESTED BY: A. Architect B. DSA Inspector C. Contractor
D. Owner

COST IMPACT: A. NONE B. DEDUCT: \$ _____ C. ADD: \$ _____

TIME IMPACT: A. NONE B. DEDUCT _____ DAY C. ADD: _____ DAY

APPROVAL OF THE AUR BY ALL PARTIES LISTED BELOW SERVES AS A NOTICE TO PROCEED.

cc: Contractor: BY: _____

District: BY: _____

Architect BY: _____

Inspector of Record BY: _____

Construction Manager BY: _____

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Construction Procedures Manual

END OF SECTION

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PROJECT COORDINATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED:

- A. Each Prime Contractor shall coordinate his Work and Work of his subcontractors for the Project.
- B. Each Prime Contractor shall:
 - 1. Coordinate work of his own employees and suppliers.
 - 2. Expedite his work to assure compliance with schedules.
 - 3. Coordinate his work with that of other Prime Contractors, subcontractors, and work by District.
 - 4. The Contractor's Superintendent shall be present at the Project site at all times when work is being conducted and must be competent English-speaking skilled. Failure to provide adequate project management or superintending shall result in an assessment of construction management costs levied to have the Construction Manager coordinate and manage the Prime Contractor's and/or subcontractor's work. In no event shall Construction Manager be liable for any costs associated with this Prime Contractor's lack of supervision. This Prime Contractor agrees to use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.
- C. Each Prime Contractor shall coordinate his work and the work of his subcontractors with other Prime Contractors on Project.

1.2 RELATED REQUIREMENTS:

- A. The General Conditions of the Contract: Authority and responsibilities of the Contractor and subcontractors.

1.3 CONSTRUCTION ORGANIZATION AND START-UP:

- A. The Prime Contractor shall establish on-site lines of authority and communications, and each Contractor shall:

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1. Attend pre-construction meeting and mandatory weekly progress meetings.
2. Establish procedures for inter-project communications:
 - a. Submittals
 - b. Reports and records
 - c. Recommendations
 - d. Coordination drawings
 - e. Schedules (Critical path method, submitted to Construction Manager within seven (7) calendar days after issuance of Notice to Proceed)
 - f. Resolution of conflicts
3. Interpret Contract Documents:
 - a. Consult with Construction Manager to obtain interpretation from the Architect.
 - b. Assist in resolution of questions or conflicts which may arise.
 - c. Transmit written interpretations to subcontractors and to other concerned parties.
4. Assist in obtaining permits and approvals:
 - a. Building permits and special permits required for all Work or for temporary facilities.
 - b. Verify that subcontractors have obtained inspections for all Work through the Inspector.
5. Control the use of site:
 - a. Supervise field engineering and site layout.
 - b. Allocate space for each subcontractor's use for field offices, sheds, and work and storage areas as approved by the Construction Manager.

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- c. Establish access, traffic and parking allocations and regulations.
- d. Monitor use of site during construction.

1.4 GENERAL DUTIES:

A. Construction Schedules - Each Prime Contractor shall:

- 1. Prepare a detailed schedule of basic operations for all subcontractors.
 - a. Each subcontractor shall prepare sub-schedules to comply with critical phases.
- 2. Monitor schedules as work progresses:
 - a. Identify potential variances between scheduled and probable completion dates for each phase.
 - b. Recommend to Construction Manager adjustments in schedule to meet required completion dates.
 - c. Adjust schedules of subcontractors as required.
 - d. Document changes in schedule, submit to District and Architect through the Construction Manager and to involved subcontractors.
 - e. Upon written notice by Construction Manager, Prime Contractor shall, within three (3) calendar days, provide a complete recovery schedule, including manpower loading, resource loading, detailing how the Prime Contractor and his subcontractors will recover Prime Contractor's original scheduled milestone dates. Recovery schedule shall show overtime, weekends, or multiple shifts as necessary to meet each milestone of the original schedule.
- 3. Observe Work of each subcontractor to monitor compliance with schedule.
 - a. Verify that labor and equipment are adequate for the Work and the schedule.

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- b. Confirm that product procurement schedules are adequate.
 - c. Confirm that product deliveries are adequate to maintain schedule.
 - d. Report noncompliance to the Inspector, with recommendation for changes.
 - e. Process Shop Drawings, product data and samples - Each Prime Contractor shall:
 1. Prior to submittal to Architect, review for compliance with Contract Documents:
 - a. Field dimensions and clearance dimensions.
 - b. Relation to available space.
 - c. Relation to other contracts and to other trades.
 - d. Effect of any changes on the Work of any other contracts or other trades.
 - e. Provide written approval that submittals have been approved by Prime Contractor.
 - f. Review coordination drawings prepared by mechanical and electrical Contractors - Each Prime Contractor shall:
 1. Prior to submittal to Architect, through the Construction Manager, review for compliance with Contract Documents.
 2. Resolve conflicts and assure coordination of the Work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
- D. Inspection and testing - Each Prime Contractor shall:
 1. Inspect Work to assure performance in accordance with requirements of Contract Documents.
 2. Bring to Architect's attention, through the Construction Manager, the need of any special testing and inspections of suspect Work.

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3. Reject Work which does not comply with requirements of Contract Documents.
4. Coordinate Testing Laboratory services:
 - a. Verify that required laboratory personnel are present.
 - b. Verify that tests are made in accordance with specified standards.
 - c. Review test reports for compliance with specified criteria.
 - d. Recommend and administer any required retesting.
- E. Monitor the use of temporary utilities - Each Prime Contractor shall verify that adequate services are provided and maintained.
- F. Monitor the Prime Contractor's periodic cleaning - Each Prime Contractor shall:
 1. Enforce compliance with Specifications.
 2. Resolve any conflicts.
- G. Arrange for delivery of District furnished products - Each Prime Contractor shall:
 1. Inspect for condition at delivery.
 2. Turn over to appropriate subcontractor, obtain receipt.
- H. Changes and substitutions - Each Prime Contractor shall:
 1. Recommend necessary or desirable changes to District and to Architect, through the Construction Manager.
 2. Review subcontractor's requests for changes and substitutions. Submit recommendations to District and to Architect through the Construction Manager.
 3. Assist Architect, through the Construction Manager, in negotiating Change Orders.

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4. Promptly notify all subcontractors of pending changes or substitutions.

1.5 CLOSE-OUT DUTIES:

- A. Mechanical and electrical equipment start-up:
 1. Coordinate check-out of utilities, operations systems, and equipment.
 2. Assist in initial start-up and testing.
 3. Record dates of start of operation of systems and equipment.
 4. Submit to District written notice of beginning of warranty period for equipment put into service.
- B. At completion of Work of each Prime Contract, conduct an inspection to assure that:
 1. Specified cleaning has been accomplished.
 2. Temporary facilities have been removed from site.
- C. When District occupies a portion of Project prior to final completion, coordinate established responsibilities of Prime Contractor and District.
- D. Final Completion:
 1. When each Prime Contractor determines that Work is finally complete, conduct an inspection to verify completion of Work, prior to Punchlist.
 2. Assist Architect, through the Construction Manager, in verification of final completion.
- E. Administration of Contract Close-out: - Each Prime Contractor shall:
 1. Review final submittals and as-builts prior to transmittal.
 2. Transmit to Architect, through the Construction Manager, with recommendations for action.

1.6 REQUEST FOR INFORMATION

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- A. Each Prime Contractor shall plan, schedule, coordinate and sequence Work so Requests for Information (RFI), if necessary, may be submitted to the Architect in a timely manner so as not to delay progress of Work. Submission of and responses to RFI(s) with copies to Owner, shall be transmitted via electronic mail(E-mail).

- B. Telephone conversations requesting information shall be confirmed in writing for prompt reply of all RFI(s). Prime Contractor shall coordinate the timing of electronic mail(E-mail) and telephone conversations to be made with the Architect's office between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

- C. RFI will be unanswered until Contractor submits a "Construction Schedule". "Construction Schedule" shall be based on Specification Section arrangement and establish starting and ending dates for Work in each section. "Construction Schedule" shall be updated monthly and delivered to Architect and Owner at "Request for Payment".

If "Construction Schedule" is not received by Architect and Owner by that date, Architect's response to pending RFI(s) will be delayed by the same number of days as the days the "Construction Schedule" is late.

- D. Architect shall have the same time period to respond to RFI(s) as "shop drawing review period". When Architect responds to an RFI within 5 working days after receipt of RFI but when the response already is contained or included within contract documents, or is based on referenced standards, or is based on established and common construction practices, Contractor shall reimburse the Architect at the rate the Architect charges the District:

- F. No damages for delay due to RFI response beyond allotted time will be allowed, unless Contractor can show that RFI was not foreseeable with proper planning, scheduling, coordination, and sequencing, and the Architect's late response delayed timely purchase or delivery of equipment or material, or limited construction personnel from proceeding with their task(s), within previously listed "Construction Schedule" activity period(s).

1.7 QUALITY ASSURANCE

- A. Familiarity with Contract Documents:
 - 1. Prime Contractor and all Subcontractors shall conduct a study necessary to become completely familiar with all

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requirements. Applicable requirements indicated or described in the Contract Documents, and the publications referred to, are a part of the Work required as though repeated in each such Section.

2. In the event discrepancies or conflicts are encountered, notify the Architect immediately. Where there is discrepancy between different parts of the contract documents, including referenced codes and standards, the documents requiring the higher quality, the greater quantity, or the more difficult work shall govern, unless determined otherwise by the Architect.
 3. Promptly distribute required information to entities concerned and ensure the needed actions are taken.
- B. Reporting: Unless otherwise noted by the Prime Contractor in his transmittals, all of the Prime Contractor's data transmittals to the Architect for the Architect's review will be construed as stipulating that the Prime Contractor has thoroughly and completely reviewed and coordinated the data prior to transmittal.
- C. Interfacing: It shall be solely the responsibility of each Prime Contractor to make sure that the assigned work completes in a timely manner and that all interfaces are prepared, connected, and function as required.

PART 2 – PRODUCTS - (Not applicable)

PART 3 - EXECUTION

3.1 PLANNING THE WORK

- A. By thorough advance planning of activities, coordinate the following in addition to other coordination activities required:
1. Materials, services, and equipment purchasing.
 2. Shipping.
 3. Receipt and storage at the site.
 4. Installation, including interface with related items.
 5. Inspection and testing, to the extent required under the Contract.

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6. Assistance in initial start-up and operational tests.
7. Completion of the Work, including removal and disposal of Contractor's surplus material and equipment, and final cleaning of structures and sites.

3.2 COORDINATION

- A. Coordinate construction activities included under various Sections of these Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation connection and operation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work.

3.3 GENERAL INSTALLATION PROVISIONS

- A. Coordination methods used by the Prime Contractor are at the Prime Contractor's option, except that the Architect may disapprove Work completed by the Prime Contractor or data submitted by the Prime Contractor when, in the Architect's judgment, coordination has been inadequate to ensure the specified quality.
- B. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

END OF SECTION

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ACCELERATION OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for the acceleration of the work by the Contractor.
 - 1. Where work is falling behind the Construction Schedule and the total Project may not be completed by the date for Contract Completion as adjusted by Change Orders.
 - 2. Where the District requires the entire Project or a portion thereof be completed at a date earlier than the Contract Completion Date as adjusted by Change Orders.
- B. Related Sections
 - 1. Section 00 72 00 – General Conditions
 - 2. Section 01 26 00 - Contract Modifications Procedures
 - 3. Section 01 29 00 - Payment Procedures
 - 4. Section 01 33 00 – Submittal Procedures
- C. Construction Completion date as stated in the Agreement shall be the Completion Date as revised by all time extensions granted at the time acceleration of the work begins.

1.2 NOTICE TO ACCELERATE WORK

- A. If in the judgment of the Architect and the District it becomes necessary at any time to accelerate the Work or a portion thereof to increase rate of progress, Contractor when directed in writing, shall increase his construction forces, equipment, hours of work, number of shifts, delivery of materials and provide means to insure timely completion of the Project.
 - 1. Any increase in cost to Contractor to accelerate the Work progress to meet Construction Schedules or Contract Completion Dates are the responsibility of the Contractor.

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2. Contractor shall not be entitled to additional compensation for additional effort he applies to the Work to meet Construction Schedules or Contract Completion Dates.
 3. Overtime hours by Contractor or its Subcontractors are the responsibility of the Contractor and are not grounds for additional compensation.
- B. If in the judgment of the Architect and the District it become necessary at any time to accelerate the Work or a portion thereof be completed at a date earlier than the Contract Completion Date, Contractor when directed in writing, shall increase his construction forces, equipment, hours of work, number of shifts, delivery of materials and provide means to insure an earlier Completion Date.
1. Architect and District shall determine new accelerated Completion Date.
 2. Any increase in the cost to Contractor in compliance which such accelerated Completion Date shall be adjusted by Change Order.
- C. All directives or orders to accelerate the Work will be in writing. Any directive or order terminating acceleration of the work will be in writing.
- D. Phased Construction: Where The Project includes phased construction and portions of the project are to be completed at earlier times than other portions of the Contract, the above stated acceleration provisions shall apply to each phase of the construction Contract.

1.3 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall when so directed by the Architect or the District to accelerate the work or portion thereof, deploy Subcontractors, accelerate material deliveries, increase work forces, increase hours of work, provide additional shifts or provide other methods to accelerate progress of the work.
- B. Contractor shall within five (5) calendar days after receiving written notice to accelerate the work, provide in writing to the Architect and District specific measures being taken or planned to increase rate of progress along with a revised Construction Schedule. Architect may require the Contractor to make adjustments in the plan of action to insure acceleration of the work.

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- C. Contractor shall continue acceleration of the work until scheduled progress is regained for timely completion of the Project. Timely completion shall be understood as the Contract Completion Date, as revised by all time extensions granted at the time acceleration begins.

1.4 REVISED CONSTRUCTION SCHEDULE

- A. Critical-Path Acceleration of Work Schedule: Contractor shall prepare a new revised fully developed, Critical Path Method type Contractor's Construction Schedule showing an Acceleration of Work Schedule and new Completion Dates where an earlier Completion Date is directed. Revised Construction Schedule shall show acceleration of Work scheduled to increase progress of the work to provide for timely completion of the Project.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

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SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: General requirements for the submittal of Shop Drawings, product literature, samples, RFIs, and other data.
 - 1. To ensure that specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of relevant data, and for review and acceptance or rejection of that data by the Architect.
 - 2. Procedures have been established to ensure that Contractor requests for information and clarification are processed efficiently and promptly.
- B. Referenced Documents and Sections:
 - 1. Document 00 72 00 - General Conditions.
 - 2. Section 01 45 00 - Quality Control.
 - 3. Section 01 63 00 - Product Substitution Procedures.
- C. Substitutions: Requests for substitutions shall be made in accordance with the provisions of, and in a form described in, Section 01 63 00.

1.2 DEFINITIONS

- A. Request For Information (RFI): A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
 - 1. Proper RFI: An RFI that includes a detailed written statement indicating the specific Drawings or Specification section in need of clarification and the nature of the clarification requested.
- B. Improper RFIs: RFIs that are not properly prepared.

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1. Improperly prepared RFIs will be processed by the Architect at the Architect's standard hourly rate. The Architect will charge the Owner, and such costs will be deducted from monies still due the Contractor.
 - a. The Contractor will be notified by the Architect prior to the processing of Improper RFIs.

- C. Frivolous RFIs: RFIs that request information that is clearly shown on the Contract Documents.
 1. Frivolous RFIs may be returned unprocessed. If processed, the Architect may charge the Owner at the Architect's standard hourly rate, and such costs will be deducted from monies due the Contractor.
 - a. The Contractor will be notified by the Architect prior to the processing of Frivolous RFIs.

1.3 SCHEDULE OF SUBMITTALS

- A. Schedule: As indicated in the Notice to Proceed, furnish a schedule listing all items that will be submitted for acceptance-review by the Architect.
 1. Include Shop Drawings, manufacturer's literature, test procedures, test results, certificates of compliance, material samples, and special guaranties.
 2. Indicate scheduled dates for submitting the above items, projected needs for responses, and procurement dates.
 3. Revise and update submittal schedule as required to keep current. Make revised schedules available to the Architect for review.

- B. For drawings larger than 11 inches by 17 inches, submit two copies of blueline prints, and one reproducible sepia or vellum of each Shop Drawing submittal, or as determined by mutual agreement. One reproducible copy will be returned to Contractor for reproduction and distribution as required.
 1. Alternately, provide two sets of plain bond paper copies 11 inches by 17 inches in size.

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- C. Do not begin work requiring submittals until the submittals have been returned with the other professional consultant's stamp indicating review and acceptance.
 - 1. Provide acknowledgement stamp by Contractor signifying review and acceptance of submittal.

- D. Submittals with Bid:
 - 1. Elevators: Provide copies of Preventive Maintenance Contract in accordance with Section 14 20 00.

1.4 IDENTIFICATION OF SUBMITTALS

- A. On submittal forms acceptable to the Architect, identify each submittal and resubmittal by including the following information:
 - 1. Name and address of submitter, including name and telephone number of the individual to be contacted for further information.
 - 2. Complete name of Project.
 - 3. Drawing number and Specification Section number to which the submittal applies.
 - 4. Whether submittal is an original or a resubmittal.
 - 5. Date submittal was prepared or revised.

1.5 COORDINATION OF SUBMITTALS

- A. General: Fully coordinate materials prior to submittal for review. Include a transmittal form with a signed statement that submittal satisfies the following procedures:
 - 1. Determine and verify field dimensions and other field conditions.
 - 2. Coordinate with work of related trades.
 - 3. Coordinate with the requirements of public agencies having jurisdiction.

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4. Secure required approvals from public agencies and signify by stamp, or other legitimate means, that they have been secured.
 5. Indicate necessary deviations from the Contract Documents in a clear manner.
- B. Grouping of Submittals: Make submittals in groups containing associated items. The Architect reserves the right to reject partial submittals as not complying with provisions of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT DATA

- A. When required by the Contract Documents including the provisions herein, submit manufacturer's printed product data and instructions for products used on the Project. Include catalog cuts, diagrams, and other descriptive material published by the manufacturer, as well as evidence of compliance with safety and performance standards to demonstrate conformance to the specified requirements. Catalog numbers alone will not be acceptable.
1. Include complete lists of materials, illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information proposed for use, giving manufacturer's name, catalog number, and catalog cut for each item, where applicable.
 2. When materials, equipment, or fixtures are identified by numeric, alphabetical, or alphanumeric designations, identify materials, equipment, and fixtures proposed for use with identical designations.

2.2 SHOP DRAWINGS

- A. When required by the Contract Documents including the provisions herein, submit special detailed drawings, diagrams, schedules, and other data in amplification of the Contract Documents before proceeding with the work.
1. Refer to the Contract Documents including the General Conditions (Section 00 72 00) for obligations under the Contract regarding Shop Drawings, product data, and samples.

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- B. Submit Shop Drawings prepared by qualified detailers. Identify details by reference to Contract Drawing sheet and detail numbers and by specification section and article numbers. Provide a blank area approximately 4 inches by 4 inches for Architect's review stamp.
 - 1. Do not use reproductions of Contract Drawings for fabrication or erection drawings.
- C. Shop Drawings submitted shall include not less than the following:
 - 1. Dimensioned plans, elevations, and sections locating assembly components in relationship to each other and in relationship to contiguous building structure.
 - 2. Typical and special fabrication and installation details, including details of anchorage to supporting structure.
 - 3. Materials and finishes.
- D. Indicate desired deviations from Contract Drawings on Shop Drawings by placing a heavy line around features on which acceptance is requested. Append a note to each deviation specifically requesting acceptance.
 - 1. Contractor is advised that the identification of "desired deviations" will not be construed as a means of requesting substitutions. Make requests for substitutions in accordance with the provisions of Section 01 63 00.
 - 2.
- E. Refer to Part 3, below, for additional review documentation procedures.

2.3 SAMPLES

- A. When required by the Contract Documents including the provisions herein, submit physical examples of each item which illustrate materials, equipment, or workmanship, and establish standards by which the work will be judged.
- B. All products requiring color selection shall be submitted prior to any selection of colors by the Architect. Allow sufficient time for color selection of all items so as not to delay construction progress.

2.4 QUALITY CONTROL SUBMITTALS

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- A. Test Reports: When and as directed by the Architect, submit certified laboratory test reports confirming physical characteristics of materials used in the performance of the work. Refer to Section 01 45 00 for requirements for inspections and tests.
- B. Manufacturer's Instructions: Submit manufacturer's current recommended methods of installation, including relevant limitations, safety and environmental cautions, and application rates.

2.5 EQUIPMENT ROOM LAYOUT DRAWINGS

- A. Prepare and submit equipment room layout drawings where required by the Contract Drawings and additionally for areas where equipment proposed for use could present interface or space difficulties.
 - 1. Submit room layout drawings within the time frame to provide for Shop Drawings.
 - 2. Include elevations of wall mounted items.

2.6 CERTIFICATES OF COMPLIANCE

- A. When required by the Contract Documents including the provisions herein, submit certificates to demonstrate compliance of materials with specification requirements, including statements of application and extended guaranties, executed in duplicate. Furnish certificates to the Architect at least ten (10) days prior to delivery of product. Review certificates before submittals are made to ensure compliance with the specification requirements, and to ensure that the affidavit is properly executed.
 - 1. Furnish certificates relative to flame-resistance for all decorative materials.
- B. Furnish certificates signed by an official authorized to act on behalf of the manufacturing company, material supplier, or other third-party entity, as required. Furnish certificates that contain the name and address of the Contractor, the Project name and location, and the quantity and dates of shipment or delivery to which the certificates apply. In the case of copies of laboratory test reports submitted with certificates, furnish test reports which contain the name and address of the testing laboratory and the dates of the tests to which the report applies.

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- C. Certification will not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

2.7 CONSTRUCTION COST BREAKDOWN

- A. Within of the time frame indicated in the Notice to Proceed, submit a Construction Cost Breakdown (Schedule of Values) based on final Contract Sum and scope of work for use in evaluating construction progress and certificates of payment.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Check subcontractor-submitted drawings and data, verify field measurements, apply review stamp, and submit to the Architect promptly.
 - 1. Indicate on review stamp that Contractor has reviewed subcontractor's submittal for conformance to the specified product and submittal procedures.
 - 2. Disapprove and return to the material supplier, submittals not meeting the requirements of the Contract Documents.

3.2 ARCHITECT'S REVIEW

- A. The Architect will review, and either accept or reject with reasonable promptness and as outlined in the accepted submittal schedule, data and drawings submitted by the Contractor. The Architect will review submittals for conformance with the intent of the design, and for compliance with specific and relevant requirements of the Contract Documents.
 - 1. The Architect will reject and return to the Contractor, Shop Drawings and product literature submitted without the Contractor's review stamp.
 - 2. The Architect will reject and return to the Contractor, Shop Drawings not thoroughly reviewed by Contractor prior to submittal.
- B. The Architect is not responsible for delays caused by rejection of Shop Drawings submitted by the Contractor.

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C. Review Procedures:

1. Review will not relieve the Contractor from responsibility for errors.
 - a. Acceptance of submittals shall not be construed as authorizing changes in the Contract Sum or Contract Time, nor shall it be construed as relieving the Contractor of his responsibility for coordination of work with other trades, or interpreted as approving quantities and dimensions.
2. Notations:
 - a. REVIEWED: Fabrication, manufacture, or construction may proceed.
 - b. MAKE CORRECTIONS NOTED: Fabrication, manufacture, or construction may proceed providing submittal complies with comments and notations. If, for any reason, Contractor cannot comply with the comments and notations, Contractor shall bring reasons to the attention of the Architect promptly. If Contractor cannot comply with the comments and notations, the MAKE CORRECTIONS NOTED becomes REJECTED. The Contractor shall return the revised version of the submittal to the Architect when requested to do so.
 - c. REJECTED: Submittal does not comply with the Contract Documents and fabrication, manufacture, and construction shall not proceed. Submittals stamped REJECTED are not permitted on the job site. Review and re-submit submittal.

3.3 DISTRIBUTION OF SUBMITTALS BY CONTRACTOR

- A. After Architect's review, distribute copies of Shop Drawings and product data which carry the Architect's stamp as determined at the pre-construction meeting. If not otherwise determined, distribute one copy to each of the following:
 1. Contractor's Project site file.
 2. Project record documents file.

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3. Subcontractor, supplier, or fabricator.
 4. Other prime Contractors, if applicable.
 5. Owner's Representative (at Owner's option).
- B. Distribute samples as directed.
- C. Maintain an up-to-date submittal log.

3.4 CONTRACTOR'S RESPONSIBILITY

- A. The Architect's review of submittals or data shall not relieve the Contractor from responsibility for deviations from Contract Drawings or Specifications unless the Contractor has called the Architect's and Owner's attention to such deviations and secured written acceptance, nor shall it relieve him of responsibility for errors in Shop Drawings or other data.
- B. In the event the Architect rejects a submittal twice for valid reasons, including improper procedures, the Contractor shall accept the responsibility to pay for professional services to cover further processing of the submittal.

END OF SECTION

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ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alteration or Modernization Projects for acceptance of existing site conditions, selective demolition, cutting and patching of existing buildings and site improvements, removal and reinstallation of existing materials, wiring and equipment and interface with existing construction.
- B. Refer to other Sections for specific requirements and limitations applicable to Alteration or Modernization projects
- C. Requirements of this Section apply to Sections in Divisions 2 through 34.

1.2 RELATED SECTIONS

- A. Section 01 10 00 - Scope of work
- B. Section 01 73 20 - Cutting and Patching

1.3 ALTERATION PROJECTS GENERAL PROCEDURES

- A. Alteration/Modernization projects require that the contractor may need to demolish, cut, alter, expose, modify, repair, replace, reconstruct, patch, reroute, or other construction procedures to interface new construction into existing construction.
- B. The Drawings and specifications are not intended to show in detail all Alteration Project Procedures for interface of new construction into existing construction. It is the responsibility of the Contractor to include in the Contract Price Allowances for such Alteration Procedures.

1.4 QUALITY ASSURANCE

- A. Matching existing Construction: On Alteration\Modernization projects new materials are to match existing materials for patching and extending work.

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- B. Determine type and quality of existing materials by inspection and testing. Existing construction shall be used as a standard of quality for new construction unless noted or specified otherwise.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that selective demolition is complete and areas are ready for installation of new work.

3.2 PREPARATION

- A. Cut, move, or remove items as necessary for access to alteration and renovation work. Replace and restore prior to completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated construction. Replace materials as specified for the affected finish material.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Remove surface finishes to provide for proper installation of new work.
- E. Temporarily close openings in exterior surfaces to protect existing improvement from weather, temperature and humidity during construction of new work.

3.3 INSTALLATION

- A. Coordinate work of Alteration/Modernization to expedite completion and to accommodate School occupancy of the facility.

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- B. Remove, cut and patch in a manner to minimize damage to existing facilities and to provide a means of restoring materials and finishes to original conditions.
- C. Refinish visible existing surfaces to remain in Alteration/Modernization areas to specified condition for each material, with a neat transition to adjacent finishes.
- D. In addition to the specified new equipment, fixtures, wiring, conduit, materials, etc. bring existing systems to full operational conditions before Alteration/Modernization work is completed.
- E. Patch, repair and refinish work that was damaged during mechanical, electrical and other modernization work.

3.4 TRANSITIONS

- A. Where the removal or addition of walls, ceilings and finishes abuts existing construction, construct a smooth and even transition. Patch new work to existing to match adjacent work in texture and appearance.
- B. When existing surfaces are cut so that a smooth transition with new construction is not possible, terminate existing surface along a straight line at a natural line of division, such as a corner change in finish or a joint. Replace existing finish as required for a smooth transition.
- C. Trim bottom of existing doors as required to clear new floor finish.

3.5 CONSTRUCTION INTERFERENCE

- A. Where existing construction interferes with new construction, such as pipes, conduit, junction boxes, and other existing construction that may be in a location that is not compatible with new construction, contractor is to relocate, move, provide replacement or otherwise remove the construction interference.
- B. Contractor is to field verify existing conditions and is not to rely on Existing Record Drawings provided by the District. Contractor is not to rely on any verbal instructions or verbal locations given by District Personnel unless given or stated in writing. Existing Record drawings if provided are for information only and may not indicate the exact existing construction.

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3.6 REPAIR OF DAMAGED SURFACES

- A. Where removal of partitions, ceilings, walls or finishes results in adjacent spaces becoming damaged, rework floors, walls and ceilings to provide for a smooth plane without break, steps, or bulkheads.

- B. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections. Repair substrate prior to patching finish.

3.7 FINISHES

- A. Finish surfaces as specified in individual Product sections.

- B. Finish patches to produce uniform finish and texture over the entire area. When finish cannot be matched, refinish entire surface to nearest joint corner or intersection.

END OF SECTION

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REFERENCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for reference materials applicable to contract documents
- B. Definitions of abbreviations, terms, and symbols.
- C. Establishes edition dates for reference standards found elsewhere in the specifications.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions.
- B. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended. Except as specifically noted.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases. However, no such implied meaning will be interpreted to extend Architect responsibility into Contractor's area of construction supervision.
- D. Approve: The term "approved," where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in General and Supplemental Conditions. In no case will "approval" by the Architect be interpreted as a release of the contractor from responsibilities to fulfill requirements of contract documents.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

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- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced" when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
- J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
- K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 REFERENCE STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

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- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of bid date or date of Contract Execution, for projects that are not competitively bid.
- C. Upon request, the Contractor is required to make available at the job site within a reasonable time a copy of all referenced standards referred to in the Specifications. Standards are to be maintained in the Project Job Site Office Library for use by the Architect, District and District's inspector for the purpose of establishing requirements applicable to equipment, materials, quality and workmanship.
- D. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

1.4 ABBREVIATIONS

- A. Abbreviations & Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.
- B. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries or the Construction Specifications Institute (CSI) Technical Document TD-2-5 November 1989 (or later if available), entitled "Sources of Construction Information".

PART 2 – PRODUCTS - (Not Applicable)
PART 3 – EXECUTION - (Not Applicable)

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QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- 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 Contract enforcement 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.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. 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.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.
- B. Certification of Products: Respective specification sections.
- C. Test, Adjust and Balance of Equipment: Respective specification sections.

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1.3 RESPONSIBILITIES

- A. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibilities. Testing agency and project inspector shall have approval of the Division of the State Architect.

1.4 DEFICIENCIES

- A. Tests or inspections due to the following will be reimbursed to the Owner by deductive change order.
 - 1. Retesting because of failure of initial samples.
 - 2. Additional costs due to overtime work or extra shifts work because of improper scheduling of work or of delivery of materials by Contractor.
 - 3. Failure to properly notify laboratory.
 - 4. Changes in sources, lots or suppliers of materials after original tests.
 - 5. Changes in methods or materials of construction requested by Contractor that require testing, inspection, or other related services in excess of that required by original design.
 - 6. Concrete mix designs in excess of first successful design for each concrete type.
 - 7. Overtime or extra shift work requiring overtime work by Owner's Inspector.

1.5 TESTS

- A. Selection of the material required to be tested shall be the responsibility of the laboratory or the Owner's representative and not selected by the Contractor.
- B. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must be tested, in order that the Owner may arrange for the testing of material at the source of supply.

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- C. Any material shipped by the Contractor from the source of supply prior to satisfactory testing and inspection or prior to the receipt of notice from said representative that testing and inspection will not be required shall not be incorporated in the work.

- D. Duties of the Testing Agency: The independent testing agency 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 is to provide qualified personnel to perform required inspections and tests.
 - 1. 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.

- E. Perform specified instructions, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
 - 2. Ascertain compliance with requirements of Contract Documents.
 - 3. Comply with requirements of Title 24, Part I, Sec. 4-333.

- F. 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.

1.6 SUBMITTALS

- A. Promptly submit copies of reports of inspections and tests mill analysis, concrete mix designs and certifications per applicable sections of the specifications.

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1. Comply with requirements of the Division of the State Architect "Structural Testing Laboratory Responsibilities (IR 17-5), or more recent and Inspection List". In addition, Contractor shall comply with the requirements of IR 17-4 for the test and special inspection program, and definitions of "tests" vs. "special inspections"; IR 17-6 for further information on special inspection requirements; and IR 17-7 for information regarding soil testing requirements.
2. One copy of all test reports shall be forwarded to the Division of the State Architect by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicated that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24, CCR and with the approved specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.
3. Verification of Test Reports: Each testing agency shall submit to the Office of the State Architect a verified report in duplicate covering all of the tests which are required to be made by the agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests.
4. Submit one copy of all test reports to:
 - a. Owner
 - b. Architect
 - c. Structural Engineer
 - d. Contractor
 - e. Inspector
 - f. Division of the State Architect (DSA)
 - g. Submit verification of test reports to DSA per Title 24, Part 1, CCR, Sec. 4-336.

1.7 QUALITY ASSURANCE

- A. All tests and inspection required by the Division of the State Architect are to be conducted in strict accordance with requirements of Title 24, CCR.

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1.8 INSPECTION BY THE DISTRICT

- A. The District and its representative shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- B. The District shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the District. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the District may correct same and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in the examination and replacement shall be allowed the Contractor.
- D. District to provide an Inspector employed by the District in accordance with the requirements of the California Code of Regulations, Title 24, to be assigned to the work. His duties are specifically defined in Title 24, Part I, Sec. 4-342. 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 Contractor from any obligation to fulfill this Contract.

1.9 WORK BY DISTRICT'S INSPECTORS

- A. General inspection of construction.

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- B. Concrete slump tests.
- C. Concrete cylinder samples.
- D. Cement samples and tests.
- E. Reinforcing Steel sample and test, (#5 and larger).
- F. Continuous inspection of Structural Concrete placement.
- G. Structural Steel sample and test.
- H. Continuous inspection of welds, (shop and field).

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to work, to manufacturer's operations.
- B. Provide to laboratory, selected preliminary representative samples of materials to be tested, in required quantities.
- C. Furnish casual labor and facilities:
 - 1. To provide access to work to be tested.
 - 2. To obtain and handle samples at the site.
 - 3. To facilitate inspections and tests.
 - 4. For laboratory's exclusive use for storage and curing of test samples.
- D. Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 MISCELLANEOUS TESTS AND INSPECTIONS

- A. Soil and Compaction Testing and Inspection: Performed by soils engineer employed and paid by the District.
- B. Roofing Inspection: As specified in Section "Built-Up Roofing".

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- C. Moisture and Bond Tests for resilient flooring and non-breathing floor surface materials. Performed by Independent Testing Agency and paid for by the District.
- D. Special Tests: Special tests requested by District, Architect or Division of the State Architect will be paid for by the District, except that if such tests fail, the costs for failed tests and additional retesting shall be deducted from the Contract Price by Change Order.

3.2 SCHEDULE OF TESTS, INSPECTIONS AND METHODS

- A. Foundations (Chapter 18A):
 - 1. Earth Fill Compaction: 1802A
- B. Concrete (Chapter 19A):
 - 1. Materials:
 - a. Portland Cement Tests: 1913A.1
 - b. Concrete Aggregates: 1903A.6
 - c. Reinforcing Bars: 1913A.2
 - d. Batch Plant Inspection and Tests: 1705A.3.2
 - 2. Concrete Quality:
 - a. Proportions of Concrete: 1905A
 - b. Strength Tests of Concrete: 1905A.1.2
 - c. Splitting of Tensile Test ASTM C496 / C496M
 - d. Cementitious Materials Sec. 1913A.1
 - 3. Concrete Inspection:
 - a. Job Site Inspection: 1705A.3.5
 - b. Batch Plant or Weighmaster Inspection: 1705A.3.2
 - c. Reinforcing Bar Welding Inspection, Sec. 1913A.2
- C. Structural Steel (Chapter 22A):
 - 1. Materials:
 - a. Structural Steel, Cold-Formed Steel: 2202A.1
 - b. Material Identification, Sec.2203A.1
 - 2. Inspection and tests of Structural Steel:

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- a. Tests of Structural and Cold Formed Steel: 2213A.1
- b. Tests of End-Welded studs (Nelson Studs): 2213A.2
- c. Welding Inspection: 1705A.2.2.1
- d. High Strength Bolts: 2213A.1

D. Wood (Chapter 23A):

1. Materials:

- a. Lumber and Plywood Grading: 2303.1, Western Lumber Grade Rules EFF 9-1-91
- b. Glue-Laminated Member testing: 2303.1.3

3.3 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 service.

END OF SECTION

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TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary utilities required include but are not limited to:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Telephone service with separate Fax line.
 - 4. Storm and sanitary sewer.
- C. Temporary construction and support facilities required include but are not limited to:
 - 1. Temporary heat.
 - 2. Field offices and storage sheds.
 - 3. Sanitary facilities, including drinking water.
 - 4. Temporary enclosures.
 - 5. Temporary Project identification sign.
 - 6. Waste disposal services.
- D. Security and protection facilities required include but are not limited to:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs.
 - 3. Environmental protection.
 - 4. Temporary security fencing.

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1.2 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

1.3 RELATED WORK

- A. All equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations. The ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the work are not part of this section.
- B. Permanent installation and hook-up of the various lines are described in the other pertinent sections.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department and Rescue Squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
 - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

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- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Water: Provide potable water approved by local health authorities.

2.2 TOILET FACILITIES

- A. Provide, install and maintain, for during of the work, temporary outside toilet facilities for use of construction personnel. Toilet facilities shall be constructed, maintained and supplied as required for the numbers of construction personnel required, and according to local regulations.

2.3 FIRST AID

- A. Maintain such first aid supplies as may be required for minor accidents. Make arrangements with local emergency center and nearest hospital to receive cases requiring medical attention, including emergencies. Such information shall be conspicuously displayed at the construction office.

2.4 WATCHMAN SERVICES

- A. The Contractor shall provide such watchman services as he may deem necessary to properly safeguard materials, tools, appliances,

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and work during all hours that operations under the Contract are not actively proceeding. The District will not assume any responsibility for the loss of or damage to materials, tools, appliances or work arising from acts of theft, vandalism, malicious mischief, or other causes.

2.5 FIRE PROTECTION

- A. Provide fire extinguisher on the premises during the course of construction of the type and sizes recommended by the NBFU to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguisher in the immediate vicinity of the work being performed, ready to be used.
- B. During the use of hazardous equipment such as acetylene torches, welding equipment, bitumen kettles, salamanders and similar devices, no work shall be commenced or equipment used unless fire extinguisher of an approved type and capacity are placed in the working area and available for use by the workmen using such hazardous equipment.
- C. Provide fire extinguisher conforming to the requirements, as minimums, of NFPA 10 and 241.

2.6 SAFETY AND PROTECTION

- A. The Contractor shall furnish and erect temporary or permanent fences around the areas, as indicated on the drawings, and elsewhere where required for protection of the work, and to prevent unauthorized persons from entering the construction area. Temporary fences shall be at least six feet (6'- 0") above grade, of chain link or other substantial construction. Necessary gates for access to the site shall be placed where directed by the District.
- B. Furnish or construct barricades, lights and other guards about the work area that may be required by local ordinance or for public safety and necessity. Protect all work from vandalism.

2.7 TEMPORARY UTILITY SERVICES

- A. Power and Lighting: Furnish, install and maintain temporary wiring, poles, meter board, service entrance switch, lamps and equipment necessary to provide temporary lighting and power for the construction site.

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1. Temporary power is available from location as directed by the Power Company.
 2. Any temporary transmission lines required shall be installed by Contractor.
 3. Provide power sources within eighty feet of any working position to allow the use of one hundred foot extension cords.
- B. Water: Install required temporary connections to existing water. Locate temporary pipelines so that they do not interfere with traffic or drainage. Design and construct such pipelines so that they do not leak or cause damage or nuisance.
1. Upon completion of work, remove all temporary piping.

2.8 HEAT AND VENTILATION

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate the progress of the work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature and humidity.
1. Pay costs of installation, maintenance, operation and removal, and fuel consumed.

2.9 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate the execution of the work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
- B. Provide all necessary facilities and means of access to all parts of the structure so that Governmental Agency Inspectors, Special Inspectors and the Architect and Structural Engineer may inspect any portion of the structure.
1. Means of access includes, but is not limited to, ladders, and/or scaffolds.

2.10 ACCESS ROADS AND PARKING AREAS

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- A. Prior to starting work, the Contractor, District and the Architect or his representative shall make a thorough survey of the site and approaches thereto. The Contractor will maintain temporary access roads required to perform the work and locate construction offices at locations approved by the Architect and the District. The Contractor shall verify all grade elevations indicated on the Drawings at the site and immediately notify the Architect if any deviations are found. The Contractor shall assume all responsibility if any work proceeds without such notification.
- B. Maintain specific vehicular access as required for the orderly progress of the work. Fill, compact and grade areas as necessary to provide suitable support during all weather conditions for anticipated loads including municipal fire apparatus. Provide adequate surface drainage and do not interrupt natural flow of existing drainage.
- C. Provide designated parking areas for use by construction personnel.
- D. Restore temporary vehicular access and parking areas to original or to specified conditions at completion of work.

2.11 TEMPORARY CONTROLS

- A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas under Contractor's control; remove physical evidence of temporary facilities at completion of work.
- B. Dust Control: Provide positive methods and apply dust control materials and methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.
- C. Water Control: Provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties.
 - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff.
 - 2. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.

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3. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.
- D. Pollution Control:
1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
 2. Provide equipment and personnel; perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
- E. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
1. Take special measures to prevent harmful substances from entering public waters and atmosphere.
 - a. Prevent disposal of wastes, effluent, chemicals, or other such substances in sanitary or storm sewers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.

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1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use. Water may be taken from existing site water supply.
1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

3.3 PROJECT IDENTIFICATION AND SIGNS

- A. Project Identification and Temporary Signs: Prepare project identification and other signs of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
- B. Provide temporary on-site informational signs.
1. As required by codes, laws and regulatory agencies.
 2. To identify key elements of the construction facilities.
 3. To direct traffic.
- C. Project Identification Sign: Size, design and information lettered as specified and as shown on drawing located at the end of this section. Finish with 3 coats of paint. Locate sign as indicated or directed by the Architect and District.

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3.4 OWNERSHIP OF TEMPORARY FACILITIES AND CONTROLS

- A. Items provided by the Contractor under this section shall remain the property of the Contractor and shall be removed from the job site immediately upon completion of the work.

3.5 COLLECTION AND DISPOSAL OF WASTE

- A. Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

3.6 OPERATION, TERMINATION AND REMOVAL

- A. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of the Contractor. The District reserves the right to take possession of Project identification signs.

END OF SECTION

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PRODUCT OPTIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section establishes procedures for specified product options.
- B. The intent of this section is to insure that specified product options exceed or equal the quality of the specified products and are furnished and installed in accordance with the design intent.

1.2 RELATED SECTIONS

- A. Information for Bidders
- B. General and Supplemental Conditions
- C. Section 01 26 00- Contract Modification Procedures
- D. Section 01 33 00 - Submittal Procedures
- E. Section 01 63 00 - Product Substitution Procedures

1.3 PRODUCT OPTIONS

- A. Where product options are included in the specifications sections and are specified by naming more than one, or several acceptable products or manufacturers, select any product or manufacturer listed.
 - 1. Where more than one manufacturer or product is listed in the specifications and only one manufacturer or product is specified in detail with model numbers and features, the one specified in detail shall be considered the standard of quality required for all manufacturers or products listed.
- B. Where product options are included in the specifications and they are followed by an "or equal " or "approved equal" or equal meeting a specified standard, review and approval by the Architect and District is required for Contractor-proposed equal items. Contractor must follow the procedures specified in Section 01 63 00.
- C. For items specified only by Reference Standards, select any item meeting standards.

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- D. Performance Specifications: For items specified by performance requirements, select any item meeting the performance standards specified.
- E. Descriptive Specifications: When specifications describe a product or assembly, listing exact components and characteristics, without the use of a brand or trade name, provide a product or assembly that contains the components and characteristics specified.
- F. Compliance with Standards Specifications: When specifications only require compliance with a Code, Regulation or Voluntary Standard, Provide products that comply with the specified Codes, Regulations or Standards.
- G. Submit request, as required for substitution, for any item or manufacturer not specifically named in the specifications on the Substitution Request Form enclosed with the Bidding Documents.
 - 1. Architect and District will determine acceptability of proposed substitutions.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

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PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section establishes procedures for Contractor submittal of substitutions.
- B. This Section provides procedures for review and compliance with Public Contract Code section 3400 for the "or equal" clause allowing bidders to furnish any equal material, product, thing or service. Or equal items proposed by bidders are considered substitutions and are subject to approval of the Architect and District. Burden of proof for "Or Equals" is the responsibility of the Contractor.
- C. The intent of this section is to insure that proposed substitutions exceed or equal the quality of the specified products and are furnished and installed in accordance with the Contract Documents.

1.2 RELATED SECTIONS

- A. Information for Bidders
- B. General and Supplemental Conditions
- C. Section 01 62 00 - Product Options
- D. Section 01 26 00- Contract Modification Procedures

1.3 SUBSTITUTIONS

- A. Requests for substitutions **prior** to award of the Contract shall be done as stated in the Information for Bidders (Section 00 21 13). Those time periods can be changed or extended by the District only, in its sole discretion.
- B. Substitution requests are to be submitted by Generals Contractors Only. Requests submitted by Subcontractors, Material Suppliers, Manufacturers and other interested parties, other than General Contractors, will not be considered. Submit requests on the attached **SUBSTITUTION REQUEST FORM** in section 01 30 00-21.
- C. Comply with provisions of Articles for Substitutions in the Information for Bidders, General Conditions and any modifications to these documents provided in the Supplemental Conditions.

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- D. Tabulate products by specification section number and title.
- E. Submit separate request for each substitution. Support each request with:
 - 1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature; identify:
 - i. Product description.
 - ii. Reference standards.
 - iii. Performance and test data.
 - iv. Fire resistance and fire ratings.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and date of each installation.
 - 2. Itemized comparison of the proposed substitution with product specified; list significant variations.
 - 3. Any effect the substitution may have on other trade contracts.
 - 4. List of changes required in other work or products.
 - 5. Accurate cost data comparing proposed substitution with product specified.
 - a. Amount of any change in cost.
 - 6. Designation of required license fees or royalties.
 - 7. Designation of availability of maintenance services, sources of replacement materials.
 - 8. Comparison of physical size and weight with product specified.

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9. Comparison of physical shape and available finishes.
- F. Substitutions will not be considered for acceptance when:
1. They are indicated or implied on shop drawings or product data submittals and where not approved in compliance with the General Conditions and this section.
 2. Substitution request procedures included in this Section, the Information for Bidders, and in the General and Supplemental Conditions are not complied with by the Contractor.
 3. The District has determined that compatibility, standardization, technological sophistication, service and uniformity are necessary with regard to technological and certain safety items across the Schools in the District.
- G. Substitute products shall not be installed in the construction without written acceptance of the Architect and District.
- H. Architect and District will determine acceptability of proposed substitutions prior to awarding of the Contract. Substitutions may be approved after award of the Contract only at the District's sole discretion only.

1.4 CONTRACTOR'S SUBSTITUTION CERTIFICATION

- A. In making formal request for substitution contractor certifies that:
1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
 2. He will provide same warranties or bonds for substitution as for product specified.
 3. He will coordinate installation of accepted substitution into the work, and will make such changes as may be required for the work to be complete in all respects including modification of the work of other trades.
 4. He waives claims for additional costs caused by substitution which may subsequently become apparent.

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5. Substituted material is similar in physical appearance, size and weight and will install with the same opening and attachments.
6. Substituted material has the same or better fire rating and fire resistive qualities, including flame spread, smoke developed, UL tested and listing.

1.5 ARCHITECT'S DUTIES

- A. Review contractor's request for substitutions with reasonable promptness.
- B. Consult with District and provide notification to contractor, in writing, of decision to accept or reject requested substitution.

1.6 AVAILABILITY OF SPECIFIED ITEMS

- A. Verify prior to bidding that all specified and substituted items will be available in time for installation during orderly and timely progress of the work.
- B. In the event specified items will not be available, notify the Architect prior to receipt of bids.
- C. Cost of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the Architect or District.

1.7 SUBSTITUTION WARRANTY REQUIREMENTS

- A. Submit with the substitution request an executed Substitution Warranty. The Form is provided at the end of this Section. This form shall apply to substitutions submitted for acceptance prior to bid, prior to award of contract and for substitutions required after contract has been executed.
- B. The Contractor is to warrant, in writing on company letterhead, that the substituted items are to perform as specified, and assume complete responsibility for the same. This includes responsibility and costs required for modifications to building, other materials, or equipment, and any additional coordination with work of other trades. The Contractor if required or requested by the Architect or District shall pay for testing, of Substitution proposed.

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PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

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FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

A. General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:

1. Land survey Work.
2. Civil engineering services.
3. Structural engineering services.

1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures
- B. Div. 2 through Div. 34

1.3 SUBMITTALS

- A. Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.
- B. Submittal Copies of final as built property survey.
- C. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

1.4 QUALITY ASSURANCE

- A. Surveyor: Engage a Registered Land Surveyor registered in the State where the project is located, to perform land surveying services required.
- B. Engineer: Engage a Professional Engineer of the discipline required, registered in the state of California, in which the Project is located, to perform required engineering services.

PART 2 – PRODUCTS - (Not Applicable)

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. The District will identify existing control points and property line corner stakes.

- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points (if any) during construction.
 - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.

 - 2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.

- C. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

- D. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction. Contact underground service alert at 1(800) 422-4133 before start of construction.
 - 1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

3.2 PERFORMANCE

- A. Working from lines and levels established by the survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions

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within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
 2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.
1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
 2. On completion of foundation walls, major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and site work.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical Work.
- E. Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.
- F. Final Property Survey: Before Completion, prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the Surveyor, to the effect that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.

END OF SECTION

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CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching, and interface of new work into existing construction and with work being performed under other contracts provided by the District.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
 - 1. Requirements of this Section apply to Sections in Divisions 2 through 16.

1.2 RELATED SECTIONS

- A. Section 01 10 00 - Scope of Work
- B. Section 03 30 00 - Cast-in-place Concrete
- C. Divisions 2 through 34

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required and how it is to be performed.
 - 2. Indicate dates when cutting and patching is to be performed.
 - 3. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
 - 4. Refer to Structural Drawing for locations where cutting and patching involves addition of reinforcement to structural

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elements. Do not damage or weaken existing structural elements.

5. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the work found to be unsatisfactory.

1.4 QUALITY ASSURANCE

- A. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

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- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, electrical wire and conduit or ductwork serving the building.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
 - 2. Where patching occurs in a smooth painted surface, extend final paint coat over entire surface containing the patch, after the patched area has received primer and second coat.
 - 3. Cut, patch, point-up and repair plaster to accommodate other construction and to repair cracks, dents and imperfections.
 - 4. Cut, patch, restore and repair all gypsum board wall and ceiling surfaces where new pipes, equipment, clocks, switches, conduit, ducts and any new construction items that would damage or cut existing surfaces.
 - 5. Cut patch and repair existing concrete and asphalt paving where new utility lines are installed across existing paving and under existing concrete floor slabs. Site verify extent of cutting and patching required. All existing site improvements may not be indicated on the site plan and floor plans.
 - 6. Cut existing walls, floors, ceilings and roofs or other parts of building structure to accommodate new ducts, conduits and piping, patch and repair existing.
 - 7. Patch existing floors, walls, roofs and ceilings where existing ducts, conduit, equipment, water, gas, sewer, windows, doors etc. that are not used or removed and are not to be replaced. This is considered part of required general patching and is part of the contract and will not be shown in detail on the Contract drawings. Field verify with existing site and building construction for patching required.

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3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged areas to their original condition.

END OF SECTION

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CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Cleaning throughout the construction period and final project cleaning prior to the acceptance tour.
- B. Related Work Described Elsewhere: In addition to standards specified herein, comply with requirements for cleaning as described in other sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the requirements specified herein, comply with pertinent requirements of authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use cleaning materials and equipment that are compatible with the surfaces being cleaned, as recommended by the manufacturer of the material to be cleaned.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste materials, and other items not required for construction of

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this work. Debris shall be removed from the site and disposed of in a lawful manner. Disposal receipts of dump tickets shall be furnished to Architect upon request.

3. At least twice each month, and more often if necessary, remove scrap, debris, and waste material from the job site.
4. Provide adequate storage for items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove items to the place designated for their storage. Combustible waste shall be removed from the site. Flammable waste shall be kept in sealed metal containers until removed from the site.
2. Weekly, and more often if necessary, inspect arrangements of materials stored on the site; restack, tidy, or otherwise service arrangements to meet the requirements specified above.
3. Maintain the site in a neat and orderly condition.

C. Structures:

1. Daily, and more often if necessary, inspect the structures and pick up scrap, debris, and waste material. Remove items to the place designated for their storage.
2. Daily, and more often if necessary, sweep interior spaces clean.
 - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other materials capable of being removed by use of reasonable effort and a handheld broom, i.e., "broom-clean".
3. As required preparatory to installation of succeeding materials, clean the structures of pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the required cleanliness.

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4. Following the installation of finish floor materials, clean the finish floor daily, and more often if necessary, and while work is being performed in the space in which finish materials have been installed.
 - a. “Clean”, for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material that, in the opinion of the Architect, may be injurious to the finish floor material, i.e., “vacuum- clean”.

3.2 FINAL CLEANING

- A. Definition: Except as otherwise specifically provided, “clean”, for the purpose of the Article, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials, i.e., “scrub and polish clean”.
- B. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste and conduct final progress cleaning as described above.
- C. Site: Unless otherwise specifically directed by the Architect, water and broom clean paved areas on the site and public paved areas directly adjacent to the site. Remove resultant debris.
- D. Structures:
 1. Exterior: In areas affected by the work under this contract, visually inspect exterior surfaces and remove traces of soil, waste material, smudges, and other foreign matter. Remove traces of splashed material from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure.

In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the Owner.
 2. Interior: In areas affected by the work under this contract, visually inspect interior surfaces and remove traces of soil, waste material, smudges, and other

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foreign matter. Remove traces of splashed materials from adjacent surfaces. Remove paint drippings, spots, stains, and dirt from finished surfaces. Use only the cleaning materials and equipment instructed by the manufacturer of the surface material.

3. Glass: Clean glass inside and outside.
 4. Polished surfaces: On surfaces requiring the routine application or buffed polish, apply the polish recommended by the manufacturer of the material being polished. Glossy surfaces shall be cleaned and shined as intended by the manufacturer.
- E. Timing: Schedule final cleaning as accepted by the Architect to enable the Owner to accept a completely clean project.

3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Should the Owner occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION

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CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the work.
- B. Related Requirements in Other Parts of the Project Manual:
 - 1. Fiscal provisions, legal submittals and additional administrative requirements: Conditions of the Contract.

1.2 [Not Used]

1.3 FINAL INSPECTION

- A. When Contractor considers the work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final inspection.
 - 6. The Architect's final inspection list of items to be completed or corrected, has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
 - 7. Submit consent of surety to final payment.
 - 8. Submit a final liquidated damages settlement statement.
 - 9. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

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- B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. When the Architect finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.4 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 - 3. Note related Change Order numbers where applicable.
 - 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily

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discerned later by direct observation. Note related record drawing information and Product Data.

1.5 CLOSEOUT SUBMITTALS

A. Submit the following, where applicable, in accordance with the General Conditions and Specifications:

1. Project record documents.
2. Operation and maintenance data.
3. Warranties, guarantees and bonds.
4. Keys and keying schedule.
5. Spare parts and extra stock.
6. Closeout Documentation
 - a. A full set of As-Builts, as further defined herein
 - b. All O&M Manuals and Information, as further defined herein
 - c. All Warranties, as further defined herein
 - d. Verified report(s) for all scope(s) of work (DSA 6-C Verified Report, Rev 10/14, or more recent revision if available)
7. Other items as required by the Specifications.

B. Deliver Certificate of Compliance and Test Report as follows:

1. Sterilization of water systems.
2. Testing of sewer systems.
3. Testing of hot and cold water systems.
4. Testing of gas system.
5. Testing of lighting, power and alarm systems.
6. Testing of HVAC equipment and exhaust fans.

1.6 FINAL APPLICATION FOR PAYMENT

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- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
1. Maintenance manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.
 5. Identification systems.
 6. Control sequences.
 7. Hazards.
 8. Cleaning.
 9. Warranties and bonds.
 10. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up.
 2. Shutdown.
 3. Emergency operations.

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4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

3.2 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
 1. Complete the following cleaning operations before requesting inspection for Final Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are

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neither paved nor planted, to a smooth even-textured surface.

- C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.
- E. As-built drawings, Changed Specification sections and all CCD's for the project will be digital copied and will be turned with all hard copies of each.
- F. Maintenance and Operation manuals will be provided in two (2) hard bound folders and in format equal to the specification section.
- G. Warranty and Guarantee will be turned in, one (1) hard bound folder in the same format as listed in the numerical order of the Specification Section with all wet signed documents and completion date.
- H. All binders will have project name and DSA job number on the cover and side panel. All binders will be in same order per the Specification Section.
- I. All documents are due at Completion date of the contract, please see section 00 43 86 of the contract documents for reference.

END OF SECTION

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OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for operating and maintenance manuals including the following:
 - 1. Preparation and submittal of operating and maintenance manuals for building operating systems or equipment.
 - 2. Instruction of the District's operating personnel in operation and maintenance of building systems and equipment.
- B. Special operating and maintenance data requirements for specific pieces of equipment or building operating systems are included in the appropriate Sections of Divisions 2 through 16.

1.2 QUALITY ASSURANCE

- A. Maintenance Manual Preparation: In preparation of Maintenance Manuals, use personnel thoroughly trained and experienced in operation and maintenance of the equipment or system involved.
 - 1. Where written instructions are required, use personnel skilled in technical writing to the extent necessary for communication of essential data.
 - 2. Where Drawings or diagrams are required, use draftsmen capable of preparing Drawings clearly in an understandable format.
- B. Instructions for the District's Personnel: For instruction of the District's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the building equipment or system involved.

1.3 SUBMITTALS

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- A. Submittal Schedule: Comply with the following schedule for submittal of operating and maintenance manuals.
1. Before Completion, when each installation that requires submittal of operating and maintenance manuals is nominally complete, submit two draft copies of each manual to the Architect for review. Include a complete index or table of contents of each manual.
- B. Form of Submittal: Prepare operating and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
1. Binders: For each manual, provide heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2" by 11" paper. Provide a clear plastic sleeve on the spine, to hold labels describing the contents. Provide pockets in the covers to receive folded sheets.
 - a. Where two or more binders are necessary to accommodate data, correlate data in each binder into related groupings in accordance with the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
 - b. Identify each binder on the front and spine, with the typed or printed title "OPERATION AND MAINTENANCE MANUAL", Project title or name, and subject matter covered. Indicate the volume number for multiple volume sets of manuals.
 2. Protective Plastic Jackets: Provide protective transparent plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
 3. Text Material: Where written material is required as part of the manual use the manufacturer's standard printed material,

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or if it is not available, specially prepared data, neatly typewritten, on 8-1/2" by 11", 20 pound white bond paper.

4. Drawings: Where drawings or diagrams are required as part of the manual, provide reinforced punched binder tabs on the drawings and bind in with the text.
 - a. Where oversize drawings are necessary, fold the drawings to the same size as the text pages and use as a fold-out.
 - b. If drawings are too large to be used practically as a fold-out, place the drawing, neatly folded, in the front or rear pocket of the binder. Insert a typewritten page indicating the drawing title, description of contents and drawing location at the appropriate location in the manual.

1.04 MANUAL CONTENT

- A. In each manual include information specified in the individual Specification Section, and the following information for each major component of building equipment and its controls:
 1. General system or equipment description.
 2. Design factors and assumptions.
 3. Copies of applicable Shop Drawings and Product Data.
 4. System or equipment identification, including:
 - a. Name of manufacturer.
 - b. Model number.
 - c. Serial number of each component.
 5. Operating instructions.
 6. Emergency instructions.
 7. Wiring diagrams.
 8. Inspection and test procedures.

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9. Maintenance procedures and schedules.
 10. Precautions against improper use and maintenance.
 11. Copies of warranties.
 12. Repair instructions including spare parts listing.
 13. Sources of required maintenance materials and related services.
 14. Manual Index.
- B. Organize each manual into separate Sections for each piece of related equipment. As a minimum each manual shall contain a title page, a table of contents, copies of Product Data, supplemented by drawings and written text, and copies of each warranty, bond and service Contract issued.
1. Title Page: Provide a title page in a transparent plastic envelope as the first sheet of each manual. Provide the following information:
 - a. Subject matter covered by the manual.
 - b. Name and address of the Project.
 - c. Date of submittal.
 - d. Name, address, and telephone number of the Contractor.
 - e. Name and address of the Architect;
 - f. Cross reference to related systems in other operating and maintenance manuals.
 2. Table of Contents: After the Title Page, include a typewritten table of contents for each volume.
 3. General information: Provide a general information Section immediately following the Table of Contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the Subcontractor or installer, and the maintenance contractor. Clearly

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delineate the extent of responsibility of each of these entities. In addition, list a local source for replacement parts and equipment.

4. **Product Data:** Where manufacturer's standard printed data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation.
5. **Written Text:** Where manufacturer's standard printed data is not available, and information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written text to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operating or maintenance procedure.
6. **Drawings:** Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems, or to provide control or flow diagrams. Coordinate these drawings with information contained in Project Record Drawings to assure correct illustration of the completed installation.
7. **Warranties, Bonds and Service Contracts:** Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond.

1.05 MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. **Architectural Products:** Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
 1. **Care and Maintenance Instructions:** Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and

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methods of cleaning. Provide information regarding cleaning agents and methods that could prove detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.

- B. Moisture-Protection and Weather-Exposed Products: Provide complete manufacturer's data with instructions on inspection, maintenance and repair of products exposed to the weather or designed for moisture-protection purposes.

1.06 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

- A. Manufacturer's Information: For each manufacturer of a component part or piece of equipment provide the following:
 - 1. Printed operating and maintenance instructions.
 - 2. Assembly drawings and diagrams required for maintenance.
 - 3. List of items recommended to be stocked as spare parts.
- B. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
 - 1. Routine operations.
 - 2. Trouble-shooting guide.
 - 3. Disassembly, repair and reassembly
 - 4. Alignment, adjusting and checking.
- C. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
 - 1. Start-up procedures.
 - 2. Equipment or system break-in.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Shut-down and emergency instructions.

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7. Summer and winter operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating Instructions.
- D. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
- E. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
- F. Coordination Drawings: Provide each Contractor's Coordination Drawings.
1. Provide as-installed color-coded piping diagrams, where required for identification.
- G. Valve Tags: Provide charts of valve tag numbers, with the location and function of each valve.
- H. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panel boards, including the following:
1. Electric service.
 2. Controls.
 3. Communication.

1.07 INSTRUCTIONS TO DISTRICT PERSONNEL

- A. Prior to final inspection, instruct District personnel in operation, adjustment, and maintenance of products, equipment and systems. Provide instruction at mutually agreed upon times.
1. For equipment that requires seasonal operation, provide similar instruction during other seasons.
 2. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

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3. Any and all instruction or training sessions must have sign-in sheet. Include sign-in sheet in project close out documents.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

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WARRANTIES, GUARANTIES AND BONDS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This Section specifies general requirements for written warranties, guaranties and bonds required by the Contract Documents.
- B. Submittal to, and approval by, the District of the warranties, guaranties and bonds are prerequisites to final payment under the Contract.

1.2 RELATED WORK

- A. Related work specified elsewhere:
 - 1. Section 00 72 00 - General Conditions
 - 2. Section 01 70 00 – Execution and Closeout Requirements

1.3 TIME PERIOD

- A. Deliver manufacturers' warranties, guaranties and bonds required by Contract Documents, with District named as beneficiary. For equipment and machinery, or components thereof, bearing a manufacturer's warranty or guaranty that extends for a longer time period than the Contractor's warranty and guaranty, deliver manufacturer's warranties or guaranties in same manner.

1.4 FORM

- A. Written warranties and guaranties, excepting manufacturer's standard printed warranties and guaranties shall be submitted on the Contractor's, Subcontractors, material suppliers', or manufacturers' own letterhead, addressed to District. Warranties and guaranties shall be submitted in duplicate, and in the form shown on the following page, signed by all pertinent parties and by Contractor in every case, with modifications as approved by District to suit the conditions pertaining to the warranty or guaranty.

1.5 SUBMITTAL

- A. The Contractor shall collect and assemble written warranties and guaranties from all subs, material suppliers and manufacturers into

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a bound booklet form, and deliver the bound books to Architect for delivery to the District's attorney for final review and approval.

- B. Submit required warranty/guaranty on letterhead of each Subcontractor, of any tier, each supplier, and each manufacturer responsible for each type of Work in accordance with attached sample form.

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WARRANTY/GUARANTY**

We, the undersigned, do hereby warranty and guaranty that the parts of the Work described above which we have furnished and/or installed for:

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has been done in accordance with the plans, drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year(s) from the date of completion of the Project ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than seven (7) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand, including all collection costs and reasonable attorney fees.

Date: _____
(Subcontractor, Sub-subcontractor, Manufacturer or Supplier)

By: _____

Title: _____

State License No: _____

Local Representative: For maintenance, repair, or replacement service, contact:

Name: _____

Address: _____

Phone Number: _____

END OF SECTION

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PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Maintain at the site for the District, one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract
 - 5. Architect/Engineer written instructions
 - 6. Approved Shop Drawings, Product Data and Samples.
 - 7. Field Test Records
 - 8. Construction Photographs.

1.2 RELATED SECTIONS

- A. Section 00 72 00 - General Conditions
- B. Section 01 31 00 - Project Coordination
- C. Section 01 33 00 - Submittals

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI/CSC Master Format.

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- C. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by District.
- E. Maintain all Record Documents that are to be stored on computer disk.

1.4 MARKING DEVICES

- A. Provide felt-tip marking pens for recording information in the color code designated by Owner.

1.5 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large printed letters.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 - 1. Depth of various elements of foundation in relation to finish first floor datum.
 - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Addenda, Supplemental Instruction Construction Change Directive or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Contract Document Modifications: Legibly mark each Section to record:

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1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
2. Changes made by Addenda, Supplemental Instructions, Construction Change Directive or by Change Order.
- E. Record information is to be recorded on computer to be transferred to the District at the completion of Construction.

1.6 SUBMITTALS

- A. At the completion of the Project, deliver Record Documents to the District. Architect shall review documents for compliance with requirements of this Section.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each Record Document
 5. Signature of Contractor or his authorized representative
- C. Prior to Completion, the Contractor is to meet with the architect to determine which Samples maintained during construction are to be transferred to the District. Dispose of all samples not be saved.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

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COMMISSIONING

PART 1 – GENERAL

1.1 SUMMARY

- A. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.
- B. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- C. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner
- D. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

1.2 DESCRIPTION

- A. The following applies to all Contract Documents
 - 1. Contractor Startup: Sub-phase of Contractor's work ending with Acceptance of Work, during which Contractor performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
 - a. The Construction Manager, Architect, Architects Consultants and the Inspector (IOR) shall be present to observe, inspect and identify deficiencies in Building Systems Operations.
 - 2. The completion of startup means the entire Construction Project including startup and fine tuning has been performed to the requirements of the Contract Documents and is verified in writing by the Construction Manager, Architect and the Architects Consultants.
 - 3. Fine Tuning: Fine tuning is the responsibility of Contractors after District occupancy and ending one year after District

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occupancy. During this time the Contractor is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.

- a. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.
- b. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

1.3 RELATED SECTIONS

- A. Section 11 40 00 - Food service equipment
- B. Section 11 66 23 - Gymnasium Equipment
- C. Section 11 66 43 – Interior Scoreboards
- D. Section 11 68 43 – Exterior Scoreboards
- D. Section 11 53 13 - Laboratory Fume Hoods
- E. Section 28 20 00 - Video Surveillance
- F. Section 14 20 00 - Elevators
- G. Section 22 00 00 - Plumbing
- H. Section 28 46 00 – Fire Detection and Alarm
- I. Section 23 00 00 - Heating, Ventilating and Air Conditioning
- J. Section 26 05 00 – Common Work Results for Electrical
- K. Section 16 12 00 - Low Voltage Electrical Distribution
- L. Section 26 18 39 - Motor Control and Control Devices
- M. Section 28 31 00 - Intrusion Detection Systems
- O. Section 27 53 00 - Clock and Program systems
- P. Section 10 17 00 - PABX Telephone Systems
- Q. Section 25 00 00 - Integrated Communication Systems
- R. Section 27 20 00 – Data Communications

1.4 DEFINITION OF TERMS

- A. Contractor's Pre-Commissioning Checklists: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- B. Installation Verification Process: Includes the on-site inspection and review of related system components for conformance to Contract Documents. The Contractor shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the Inspector for future resolution.

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- C. Functional Performance Testing Process: Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Contractor certifies that systems are 100% complete and ready for functional testing. The Contractor will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- D. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the Construction Manager and Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Project Contract Documents and/or the design intent.

1.5 COMMISSIONING SCHEDULE

- A. Provide schedules for Contractor Start-Up work.
- B. Incorporate in overall construction schedule.
- C. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one year from date of occupancy by the District.

1.6 SUBMITTALS

- A. Submit Draft and Final Contractor Start-up Forms as described in this Section. Submit Draft Report for Construction Manager and Architect's review and comment prior to Final Submission. Submit Final Report not later than twenty weeks before scheduled date of Acceptance of Work
- B. Prepare and submit one copy of report form to be used in preparation of system reports for:
 - 1. Food Service Equipment.
 - 2. Gymnasium Equipment and Scoreboards
 - 3. Laboratory Fume Hoods
 - 4. Elevators
 - 5. Each mechanical system specified in Division 23.

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6. Each Electrical system specified in Division 26.
- C. Each System Report shall be submitted including the following:
1. Project Name
 2. Name of System
 3. Index of report's content
 4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.
 5. Space to record equipment and operational problems which cannot be corrected with scheduled Contractor Start-Up program and which may delay Acceptance of Work.
 6. Manufacturer's equipment start-up reports.
 7. Systems' testing, balancing, and adjusting reports.
 8. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

1.7 COMMISSIONING DUTIES AND RESPONSIBILITIES

- A. Multi-prime Contractors Duties and Responsibilities:
1. Assure the participation and cooperation of Subcontractors and Suppliers under their jurisdictions as required to complete the commissioning process.
 2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
 3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing.

Written confirmation of system readiness for performance testing is required.

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4. Provide qualified representatives for the functional performance commissioning process.
5. Assure that all subcontractors, suppliers, test and balance, controls, etc. include in their respective contracts cost necessary to participate in and complete the commissioning process.

B. Duties and responsibilities of others for Commissioning:

1. The commissioning process requires the active participation of the Construction Manager, District, Architect, Mechanical Engineer, Electrical Engineer, and any other related Consultants on the project.

1.8 SYSTEM FAILURES

- A. After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the Contractor shall reimburse the District for cost associated with any additional retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION