

# **Gonzales Community Center Complex**

## **PART 1 – PROJECT REQUIREMENTS**

**Prepared by Swinerton Management & Consulting**

**January 31, 2023**

**100% DESIGN CRITERIA DOCUMENTS**

Architect's Project Number 21566-01

Group 4 Architecture Research + Planning, Inc.  
211 Linden Avenue  
South San Francisco, CA  
(650) 871-0709

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**SECTION 00 00 01**

**PROJECT OVERVIEW**

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The City of Gonzales (hereinafter “the City”) wishes to construct a new Gonzales Community Center Complex (“Project” or “Community Center”). The new Project will be located on 5<sup>th</sup> Street, Gonzales, California. The new Community Center Complex will provide a flexible, vibrant facility and hub for the community, supporting a public County library, teen innovation center, fitness room, and social needs of all kinds, with operations and ongoing maintenance enabling independent use of various activity spaces, and minimizing operational costs while increasing benefits to the entire community.

The Project is approximately 23,300 square feet center that includes a 1) ~6,000 sf library to be operated by Monterey County Free Libraries, a 2) ~3,500 sf Teen Innovation Center, and 3) ~13,800 sf Community Center that includes additional program, staff, and support spaces all organized around a central courtyard for indoor-outdoor connections with approximately 3.6 acres of sitework. A stand-alone gymnasium is included as an add alternate. The construction value of the Design-Build Contract will be approximately \$23 Million.

The adjacent school district parking and access will remain in operation during construction of the new facility. The Design-Build-Entity (DBE) will ensure adequate protection of the facility and vehicular and pedestrian traffic at all times. The project includes construction of underground utilities to tie into the City’s existing infrastructure, along with pathways and landscaping to tie into the existing gymnasium building on school district property.

The City of Gonzales is issuing this Request for Proposal (RFP) to the following Design/Build Entities who were determined to be the most responsive to the original RFQ process as determined by the City and approved by Council action. Only the following three (3) DBE firms are to respond to this RFP:

Bernards/Perkins-Eastman  
Blach Construction/Steinberg-Hart  
Otto Construction/WRNS Studio

**END OF SECTION**

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

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**SECTION 00 01 10**

**TABLE OF CONTENTS**

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For convenience of packaging and reference only, documents are provided to the Proposers in four (4) parts, Numbered 1 through 4. Parts are arranged as follows:

## **PART 1 - PROJECT REQUIREMENTS**

### **DIVISION 00: CONTRACT REQUIREMENTS**

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|          |   |
|----------|---|
| 00 00 01 | Project Overview  |
| 00 01 10 | Table of Contents   |
| 00 01 15 | Drawing List  |
| 00 10 00 | Request for Proposals                                       |
| 00 10 00 | Substitution Form   |
| 00 11 13 | Notice to Design Build Entities                             |
| 00 26 40 | Rules and Procedures for Discussions and Negotiations       |
| 00 33 50 | Existing Site Conditions                                    |
| 00 35 00 | Labor Compliance Program                                    |
| 00 41 00 | Proposal Form   |
| 00 45 00 | Proposer Certifications                                     |
| 00 46 50 | Non-Collusion Declaration                                   |
| 00 50 00 | Agreement   |
| 00 50 01 | Notice to Proceed with Design, Phase 1                      |
| 00 50 02 | Notice to Proceed with Construction, Phase 1                |
| 00 50 03 | Notice to Proceed with Design, Phase 2                      |
| 00 50 04 | Notice to Proceed with Construction, Phase 2                |
| 00 50 10 | Notice of Award (NOA)                                       |
| 00 50 20 | Notice of Intent to Award Design Build Contract (NOIA)      |
| 00 51 50 | Escrow Bid Documentation                                    |
| 00 51 60 | Escrow Agreement for Security Deposits in Lieu of Retention |
| 00 52 00 | Pre-Proposal Meeting Agreement and Waiver of Claims         |
| 00 52 10 | Agreement and Release of Any and All Claims                 |
| 00 61 00 | Performance Bond  |
| 00 61 50 | (Construction Labor and Material) Payment Bond              |
| 00 62 00 | Guaranty  |
| 00 62 50 | Certificate of Warranty                                     |

### **DIVISION 01: GENERAL REQUIREMENTS**

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|          |                                     |
|----------|-------------------------------------|
| 01 11 00 | Summary of Work                     |
| 01 11 13 | Work Covered By Contract Documents  |
| 01 11 20 | Design Services and Deliverables    |
| 01 14 00 | Work Restrictions                   |
| 01 14 10 | Construction Management Plan        |
| 01 31 00 | Project Management and Coordination |
| 01 31 19 | Project Meetings                    |
| 01 31 20 | Project Management Software         |
| 01 32 16 | Construction Progress Schedules     |
| 01 33 00 | Submittal Procedures                |
| 01 35 55 | CALGreen Environmental Requirements |
| 01 41 00 | Regulatory Requirements             |
| 01 42 00 | References                          |

|          |  |
|----------|--|
| 01 42 13 | Abbreviations  |
| 01 43 39 | Mock Ups   |
| 01 45 00 | Quality Control  |
| 01 52 00 | Construction Facilities                                      |
| 01 60 00 | Product Requirements   |
| 01 70 00 | Execution and Close Out Procedures                           |
| 01 71 23 | Field Engineering  |
| 01 73 00 | Execution  |
| 01 73 29 | Cutting and Patching   |
| 01 77 00 | Cleaning and Closeout Procedures                             |
| 01 81 00 | Building Information Modeling (BIM) Performance Requirements |
| 01 81 13 | Sustainable Design Requirements, CALGreen Commercial         |
| 01 88 20 | Miscellaneous Hazardous Materials Performance Requirements   |
| 01 89 00 | Site Construction Performance Requirements                   |
| 01 91 00 | Commissioning  |
| 01 91 13 | Energy Performance Modeling and Verification Requirements    |
| 01 95 06 | Recycled Content Certification Form                          |

## **PART 2A – CRITERIA DOCUMENTS (TECHNICAL SPECIFICATIONS)**

### **DIVISION 02 – EXISTING CONDITIONS**

(Not Used)

### **DIVISION 03 – CONCRETE**

|          |                        |
|----------|------------------------|
| 03 20 00 | Concrete Reinforcement |
| 03 30 00 | Cast-In-Place Concrete |

### **DIVISION 04 – MASONRY**

|          |                         |
|----------|-------------------------|
| 04 27 31 | Reinforced Unit Masonry |
|----------|-------------------------|

### **DIVISION 05 – METALS**

|          |  |
|----------|--|
| 05 12 00 | Structural Steel                                 |
| 05 12 13 | Architecturally Exposed Structural Steel Framing |
| 05 12 19 | Buckling Restrained Braces                       |
| 05 31 00 | Steel Deck                                       |
| 05 40 00 | Cold-Formed Metal Framing                        |
| 05 50 00 | Metal Fabrications                               |
| 05 53 00 | Metal Gratings                                   |
| 05 73 13 | Glazed Decorative Metal Railings                 |

### **DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

|          |                                      |
|----------|--------------------------------------|
| 06 10 53 | Miscellaneous Rough Carpentry        |
| 06 41 00 | Architectural Woodwork               |
| 06 64 13 | Fiberglass-Reinforced Plastic Panels |

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

|             |  |
|-------------|--|
| 07 21 00    | Building Insulation  |
| 07 24 13    | Polymer-Based Exterior Insulation and Finish System (EIFS)           |
| 07 27 26    | Weather-Resistive Air Barriers                                       |
| 07 42 10.21 | Continuous Insulation (Ci) W/ Composite Framing Support (CFS) System |
| 07 42 13    | Metal Wall Panels  |
| 07 42 43    | Composite Wall Panels  |
| 07 42 53    | Phenolic Rainscreen Panels   |
| 07 46 21    | Equipment Screens  |
| 07 54 23    | Thermoplastic-Polyolefin Roofing                                     |
| 07 60 00    | Flashing and Sheet Metal   |
| 07 61 00    | Sheet Metal Roofing  |
| 07 72 00    | Roof Accessories   |
| 07 84 00    | Firestopping   |
| 07 92 00    | Joint Sealants   |

**DIVISION 08 – OPENINGS**

|          |   |
|----------|---|
| 08 11 13 | Hollow Metal Doors and Frames             |
| 08 11 16 | Interior Aluminum Door and Window Frames  |
| 08 13 76 | Folding Metal Doors                       |
| 08 14 16 | Flush Wood Doors                          |
| 08 31 13 | Access Doors                              |
| 08 41 13 | Aluminum-Framed Entrances and Storefronts |
| 08 42 30 | Sliding Automatic Entrances               |
| 08 44 13 | Glazed Aluminum Curtain Walls             |
| 08 71 00 | Door Hardware                             |
| 08 81 00 | Glass Glazing                             |
| 08 91 00 | Wall Louvers                              |

**DIVISION 09 – FINISHES**

|          |                              |
|----------|------------------------------|
| 09 22 16 | Non-Structural Metal Framing |
| 09 22 26 | Metal Suspension System      |
| 09 24 23 | Portland Cement Stucco       |
| 09 29 00 | Gypsum Board                 |
| 09 30 00 | Tiling                       |
| 09 51 13 | Acoustical Panel Ceilings    |
| 09 65 00 | Resilient Flooring           |
| 09 68 13 | Tile Carpeting               |
| 09 72 00 | Wall Covering                |
| 09 72 26 | Digital Wall Coverings       |



|          |                                    |
|----------|------------------------------------|
| 09 77 10 | Sanitary Wall and Ceiling Finishes |
| 09 81 00 | Acoustical Insulation              |
| 09 10 00 | Painting                           |

#### **DIVISION 10 – SPECIALTIES**

|          |                               |
|----------|-------------------------------|
| 10 11 33 | Sliding Visual Display Units  |
| 10 14 00 | Signage                       |
| 10 21 13 | Toilet Compartments           |
| 10 26 00 | Wall and Door Protection      |
| 10 28 13 | Toilet Accessories            |
| 10 44 00 | Fire Protection Specialties   |
| 10 51 00 | Lockers                       |
| 10 56 13 | Metal Storage Shelving        |
| 10 56 26 | Mobile Storage Shelving Units |
| 10 90 00 | Trench Drain                  |
| 10 75 00 | Flagpoles                     |
| 10 90 10 | TV Monitor Mounts             |

#### **DIVISION 11 – EQUIPMENT**

|          |                         |
|----------|-------------------------|
| 11 24 26 | Fall Protection Devices |
| 11 40 00 | Food Service Equipment  |

#### **DIVISION 12 – FURNISHINGS**

|          |                                     |
|----------|-------------------------------------|
| 12 21 13 | Horizontal Louver Blinds            |
| 12 21 16 | Vertical Louver Blinds              |
| 12 24 13 | Roller Window Shading System        |
| 12 35 53 | Stainless Steel Laboratory Casework |
| 12 48 19 | Entrance Grating System             |
| 12 93 00 | Site Furnishings and Accessories    |

### **PART 2B – CRITERIA DOCUMENTS (TECHNICAL SPECIFICATIONS)**

#### **DIVISION 13 – SPECIAL CONSTRUCTION**

(Not Used)

#### **DIVISION 14 – CONVEYING EQUIPMENT**

(Not Used)

#### **DIVISION 21 – FIRE SUPPRESSION**

- 21 05 00 Common Work Results for Fire Suppression
- 21 10 00 Water Based Fire Suppression Systems
- 21 11 20 Fire Suppression Pumps

**DIVISION 22 – PLUMBING**

- 22 00 00 Plumbing

**DIVISION 23 – HEATING VENTILATING, AND AIR CONDITIONING (HVAC)**

- 23 00 00 HVAC

**DIVISION 26 – ELECTRICAL**

- 26 00 00 Electrical

**DIVISION 27 – COMMUNICATIONS**

- 27 00 00 Communications

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**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

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**DIVISION 31 – EARTHWORK**

- 31 20 00 Earthwork
- 31 23 19 Dewatering
- 31 23 33 Trenching and Backfilling
- 31 25 13 Erosion Controls

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

- 32 11 23 Aggregate Base
- 32 12 16 Asphalt Concrete Pavement
- 32 13 16 Decorative Concrete Paving
- 32 16 13 Concrete Curbs, Gutters and Walks
- 32 84 00 Irrigation System
- 32 90 00 Planting

**DIVISION 33 – UTILITIES**

- 33 05 16 Utility Structures
- 33 11 16 Site Water Distribution System
- 33 30 00 Site Sanitary Sewer System

33 40 00 Site Drainage System

### **PART 3 – CRITERIA DOCUMENTS (DRAWINGS)**

See Document 00 01 15, Drawing List

### **PART 4 – PROGRAM SUMMARY**

### **PART 5 – REFERENCE DOCUMENTS (EXHIBITS)**

Reference Documents, reports and surveys are provided for Bidder's convenience unless identified as such in the Project Requirements, they are not Contract Documents.

1. Exhibit N: Rincon Technical Study dated May 2013 includes
  - Geotechnical Investigation
  - Photometrics
  - Phase 1 Environmental
  - Phase 2 Environmental
  - Traffic Study
  - Topo- Civil
2. Exhibit O: Kleinfelder Geotechnical Report dated July 2012
3. Exhibit P: CEQA Exemption Letter from EMC dated 11 March 2022
4. Exhibit Q: NEPA Exemption Document from U.S. HUD
5. Exhibit R: Grant Deed with Legal Description dated 23 September 2022
6. Exhibit S: Assessor Parcel Map

**END OF SECTION**

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SECTION 00 01 15

DRAWING LIST

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**PART 3 - CRITERIA DOCUMENTS - DRAWINGS**

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**ARCHITECTURAL**

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|         |  |
|---------|--|
| A0.0    | Cover Sheet  |
| A0.1    | Sheet Index  |
| A0.2    | Abbreviations & Legend   |
| A0.3-0  | General Notes  |
| A0.4-0  | Project and Code Data  |
| A0.4-1  | Code- Exiting Plan   |
| A0.5-1  | Disable Access Compliance Mounting Heights And Locations           |
| A0.5-2  | Disabled Compliance Guidelines                                     |
| A0.6-1  | Typical Rules for Determining Mounting Heights & Locations         |
| A1.1-1  | Site Plan  |
| A2.1-1  | Grid Plan  |
| A2.3-1  | Overall/Reference Floor Plan                                       |
| A2.4-1a | Floor Plan- Building A   |
| A2.4-1b | Floor Plan - Building B  |
| A2.4-1c | Floor Plan - Building C (Add Alternate A1)                         |
| A2.4-3  | Roof Plan  |
| A2.4-3a | Low Roof Clerestory Plan   |
| A2.5-1a | Enlarged Plans - Building A  |
| A2.5-1b | Enlarged Plans - Building B  |
| A2.6-0  | Door Schedule & Notes  |
| A3.0-1  | Building Elevations- Overall                                       |
| A3.1-1a | Building Elevations- Building A                                    |
| A3.1-1b | Building Elevations - Building B                                   |
| A3.1-3c | Building Elevations - Building C (Add Alternate A1)                |
| A3.4-1  | Building Sections  |
| A3.4-2  | Building Sections  |
| A4.0-1  | Finish Schedule & Notes  |
| A4.1-1  | Finish Floor Plan - Building A                                     |
| A4.1-2  | Finish Floor Plan - Building B                                     |
| A4.1-3  | Finish Floor Plan - Building C (Add Alternate                      |
| A6.0-0  | Reflected Ceiling Plan Finish Schedule & Notes                     |
| A6.0-1  | Reflected Ceiling Plan- First Floor Building A                     |
| A6.0-1a | Reflected Ceiling Plan- First Floor Building A Clerestory          |
| A6.0-2  | Reflected Ceiling Plan- First Floor Building B                     |
| A6.0-2b | Reflected Ceiling Plan- First Floor Building B Clerestory          |
| A6.0-3  | Reflected Ceiling Plan - First Floor Building C (Add Alternate A1) |
| A10.1-1 | Furniture Plan- First Floor (N.I.C., For Reference Only)           |

**CIVIL**

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|      |   |
|------|---|
| C1.0 | Existing Conditions and Demolition Plan |
|------|---|

|          |                                      |
|----------|--------------------------------------|
| C2.0     | Civil Site Plan                      |
| C2.0-Alt | Alternative Civil Site Plan          |
| C3.0     | Grading & Drainage Plan              |
| C3.0-Alt | Alternate Grading & Drainage Plan    |
| C4.0     | Utility Plan                         |
| C4.0-Alt | Alternate Utility Plan               |
| C5.0     | Stormwater Management Plan           |
| C5.0-Alt | Alternate Stormwater Management Plan |
| C6.0     | Erosion Control Plan                 |
| C6.1     | Erosion Control Details              |
| C6.2     | Best Management Practices            |

### **LANDSCAPE**

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|      |  |
|------|--|
| L1.0 | Rendered Site Plan - Base Plan         |
| L1.1 | Rendered Site Plan - Add Alternate     |
| L1.2 | Site Construction Plan - Base Plan     |
| L1.3 | Site Construction Plan - Add Alternate |

### **STRUCTURAL**

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|       |                 |
|-------|-----------------|
| S1.0a | Foundation Plan |
| S1.0b | Foundation Plan |
| S1.1a | Roof Plan       |
| S1.1b | Roof Plan       |

### **MECHANICAL**

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|         |                              |
|---------|------------------------------|
| M0.01   | HVAC Title Sheet             |
| M2.4-1a | HVAC Floor Plan - Building A |
| M2.4-1b | HVAC Floor Plan - Building B |
| M2.4-2a | HVAC Roof Plan - Building A  |
| M2.4-2b | HVAC Roof Plan - Building B  |
| M4.01   | Mechanical Details           |
| M4.02   | Mechanical Details           |
| M4.03   | Mechanical Details           |
| M4.04   | Mechanical Details           |
| M6.01   | HVAC Schedules               |

### **PLUMBING**

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|         |                                  |
|---------|----------------------------------|
| P0.01   | Plumbing Title Sheet             |
| P2.4-1a | Plumbing Floor Plan - Building A |
| P2.4-1b | Plumbing Floor Plan - Building B |
| P2.4-2a | Plumbing Roof Plan - Building A  |
| P2.4-2b | Plumbing Roof Plan - Building B  |
| P4.01   | Plumbing Details                 |
| P4.02   | Plumbing Details                 |
| P4.03   | Plumbing Details                 |

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P4.04 Plumbing Details  
P6.01 Plumbing Schedules

**ELECTRICAL**

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E000 General Information  
E001 General Information  
E100 Site Plan  
E300 Lighting Plan Library  
E310 Lighting Plan Community Hall  
E400 Power Plan Library  
E410 Power Plan Community Hall  
E600 Diagrams Lighting  
E610 Diagram Power  
E620 Diagrams Low Voltage  
E621 Diagrams Low Voltage  
E622 Diagrams Low Voltage  
E623 Diagrams Low Voltage  
E800 Details

**END OF SECTION**

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SECTION 00 10 00

REQUEST FOR PROPOSALS

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**PART 1 - PROJECT OVERVIEW**

**1.1 Organization**

This RFP is composed of four (4) Parts:

Part 1: Contract Requirements: Division 0 and 1 Specifications

Part 2: Design Criteria Documents - Technical Specifications

Part 2: Design Criteria Documents - Drawings

Part 4: Reference Documents

REFERENCE DOCUMENTS ARE PROVIDED FOR BIDDER'S CONVENIENCE UNLESS IDENTIFIED AS SUCH IN THE PROJECT REQUIREMENTS, THEY ARE NOT CONTRACT DOCUMENTS.

**1.2 Copies**

The City of Gonzales will provide each Design/Build Entity (DBE) with one (1) electronic copy (in .PDF format) of all these RFP documents, including Reference Documents. The City will also provide each DBE with one (1) set of Criteria Document Drawings in the latest version of AutoCAD. Each DBE is expected to reproduce, at their expense, all additional copies necessary to satisfy coordination needs and submittal development.

**1.3 Roles and Responsibilities**

The roles and responsibilities of the City of Gonzales and the DBE are summarized below and set forth in detail in the Contract Documents. The DBE shall be responsible for all design and construction services including but not limited to construction documents, permitting, scheduling, staging, sequencing, Geotechnical Investigations, City of Gonzales Building Department submission and coordination, hazardous materials survey and remediation, utility coordination, temporary parking, security, and procurement of DBE-furnished DBE-installed Furniture, Fixtures, and Equipment, and the installation of certain Owner-furnished DBE-installed FF&E, in conformance with the requirements of this RFP, and as set forth in the Contract Documents. DBE shall be responsible to work closely with the City's Representative and Construction Management consultant for completion of this work.

Services excluded from the responsibility of the DBE include the following:

- A.** Procuring telephone switches, handsets, and computer equipment; their installation; and interconnection of equipment in computer rooms. Connectivity within the building is included in DBE Scope of Work.
- B.** Moving/relocation costs, and any furniture and equipment not specifically called for installation by the DBE.

#### **1.4 Scope of Work**

The City of Gonzales (hereinafter “the City”) intends to contract with a Design-Build Entity to design and construct a new Gonzales Community Center (“Project” or “Community Center”). The new Project will be located on 5<sup>th</sup> Street, Gonzales, California, and constructed in two phases. The new Community Center Complex will provide a flexible, vibrant facility and hub for the community, supporting a public County library, teen innovation center, fitness room, and social needs of all kinds, with operations and ongoing maintenance enabling independent use of various activity spaces, and minimizing operational costs while increasing benefits to the entire community. A pre-engineered gymnasium in a separate building is a future phase and is not a part of the DBE contract scope of work.

The Project consists of two phases with the following approximate sizes:

- Phase 1: 13,085 SF building and 105,000 SF of sitework
- Phase 2: 10,384 SF building and 21,300 SF of sitework

#### **1.5 Site**

The adjacent school district parking and access will remain in operation during construction of the new facility. The Design-Build-Entity (DBE) will ensure adequate protection of the facility and vehicular and pedestrian traffic at all times. The project includes construction of underground utilities to tie into the City’s existing infrastructure, along with pathways and landscaping to tie into the existing gymnasium building on school district property.

#### **1.6 Stipulated Sum**

The stipulated sums for this project are as follows:

- **Phase 1: \$19,500,000**
- **Phase 2: \$13,000,000**

These stipulated sums include, but are not limited to, all permits, fees, utility connections, labor, materials, equipment, tools, and construction, along with design and management fees for services provided by the DBE, to deliver complete and operable facilities. In addition, all “Best Value” enhancements included in the DBE’s Proposal Form shall be included within the Stipulated Sums.

#### **1.7 Proposal**

City staff will recommend the DBE proposal that provides the “best value” and is most advantageous to the City, as those terms are defined in Sections 22160-22169 of the California Public Contract Code, as evidenced by the DBE that obtains the highest score. That DBE will be recommended by staff to the Gonzales City Council for award of the Contract.

## **1.8 Schedule**

The following schedule is established for the Design/Build selection process and subsequent design and construction activities. The City of Gonzales reserves the right to modify this schedule at any time:

### **PROPOSAL:**

|  |                           |
|--|---------------------------|
| Issue RFP Document                                       | January 31, 2023          |
| Mandatory Pre-submittal Conference & Site Walk           | February 7, 2023          |
| First Confidential Meeting                               | Week of February 20, 2023 |
| Second Confidential Meeting                              | Week of March 13, 2023    |
| Substitution Request Last Date / Request for Information | March 23, 2023            |
| Final Addendum Issued                                    | April 7, 2023             |
| Proposals Due  | April 12, 2023            |
| <br>   |                           |
| DBE Interviews   | Week of April 17, 2023    |
| City Council Approval                                    | May 2023                  |

### **Phase 1:**

|                                   |                            |
|-----------------------------------|----------------------------|
| Notice to Proceed – Design        | May 31, 2023               |
| • Complete Construction Documents | 210 calendar days from NTP |
| Notice to Proceed – Construction  | April 10, 2024             |
| • Substantial Completion          | 510 calendar days from NTP |
| • Final Completion                | 555 calendar days from NTP |

### **Phase 2:**

|                                    |                            |
|------------------------------------|----------------------------|
| Notice to Proceed – Phase 2 Design | March 1, 2025              |
| • Complete Construction Documents  | 200 calendar days from NTP |
| Notice to Proceed – Construction   | January 1, 2026            |
| • Substantial Completion           | 365 calendar days from NTP |
| • Final Completion                 | 410 calendar days from NTP |

## **1.9 Roles and Responsibilities**

The roles and responsibilities of the City of Gonzales and the DBE are summarized below; such roles and responsibilities are set forth in detail throughout the Contract Documents.

**A.** The DBE is required, but not limited to, providing the following:

1. Site survey, geotechnical engineering, related services;

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2. Design Calculations and Construction Documents;
3. Submittals and shop drawings;
4. Parking for subcontractors during construction
5. Access to adjacent facilities;
6. Hazardous materials assessment and abatement;
7. Site development, including bringing utilities to the Project;
8. Design in accordance with the requirements of the Contract Documents;
9. Manage the bidding and award of construction trade contracts;
10. Construction management;
11. Spare parts, material, and equipment;
12. Quality Control and Safety plan;
13. Operation and maintenance manuals, as-built drawings, and other documentation to close out the Project;
14. Training (Professional Video) of building operating staff;
15. Space planning and design coordination with data/telecommunications, security, and furniture, fixtures, and equipment (FF&E);
16. Procurement and installation of DBE-furnished, DBE installed FF&E
17. Testing to verify attainment of design and performance requirements;
18. Obtaining all required approvals, permits and payment of all permit fees, including those required from the City of Gonzales;
19. Compliance with all code requirements in place at time of submittal to agencies having jurisdiction;
20. Utility connections, including procuring approvals by all relevant utility companies and agencies having jurisdiction;
21. Storm Water Pollution Prevention Plan;
22. Site and Project security for the duration of the project.
23. Repairing any damage to existing adjacent property upon project completion.

**B. The City of Gonzales will provide:**

1. The site
2. Preliminary survey, data, and soils test results (for DBE information only);
3. Materials Testing and Special Inspections;
4. Environmental Documents (CEQA);
5. Review/comments on Construction Document submittals;
6. Inspection by City Inspector;
7. Procurement and installation of FF&E not included in the contract documents;
8. Progress payments for design and construction;
9. Cost of utility connection fees;
10. Daily on-site oversight of the Project by its consultant, Swinerton Management & Consulting

**1.10 City Project Management**

The City of Gonzales will review design and construction development through its Community Development Department, and the City's Criteria Architect and Construction Management consultants for adherence to contract terms.

**1.11 CEQA and NEPA Compliance**

The City has completed the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) process for the project, as indicated in the included Reference Documents (Part 4 – of this RFP).

**1.12 Form of Agreement**

The Design/Build Agreement, including required attachments, is included in this RFP as Document 00 50 00 (Agreement). The final Design/Build Agreement will be substantially in the form indicated.

**1.13 Reservation of Rights**

This solicitation does not commit the City of Gonzales to enter into a Design/Build agreement, to pay any costs incurred in preparation of any response to this RFP, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals, to enter into a contractual agreement with any qualified DBE or agent thereof that it finds to be the most advantageous, and to cancel in part or in its entirety this solicitation if it is most advantageous and in the best interest of the City to do so. The City reserves the right to require any DBE to submit additional design and construction information, technical information or revisions to its proposal as may be needed to ensure the project conforms to all design, program and performance criteria included in this RFP and to execute a Design/Build contract for the design and construction of the project.

The City of Gonzales reserves the right to waive any informality or irregularity in any proposal, to reject any or all proposals, to re-solicit for proposals, and to accept the proposal which, in its sole judgment, is most advantageous to the City and in the City's best interest.

The City of Gonzales reserves the right to reject any and all responses to this RFP if such responses are not in full and complete compliance with the requirements and formats specified in this RFP, to reject a proposal that omits or fails to complete any portion of the required documents, to reject a proposal which is in any way incomplete or irregular, or to reject a proposal upon evidence of the DBE having engaged in any communication, contact, or other activity prohibited by this RFP.

The City reserves the right to publicly display any drawings, exhibit boards, models or other materials submitted by any DBE in response to this RFP. Any language purporting

to render all or portions of any proposal confidential or proprietary shall not be binding on the City.

## **2.1 NOTICES**

### **A. Mandatory Pre-Proposal Conference**

**A Mandatory Pre-Proposal Conference will be held 2:00 PM February 7, 2023 at the City offices in Gonzales, CA** (location to be furnished in advance of the Conference). Agenda shall consist of a brief discussion of the project, followed by a presentation by the City and the opportunity for questions and answers.

**Attendance at the Pre-Proposal conference is mandatory for Pre-qualified Design/Build Entities to compete for this project.** A Design/Build Entity that submits a Proposal but did not attend the Pre-Proposal Conference will not be eligible for award of the contract. Pre-Proposal Conference attendees should allow ample time to find and join the virtual site walk and conference prior to the start of the conference.

The conference will provide an opportunity to discuss and clarify the RFP including the Design Criteria Documents, Contract Requirements, supplemental information, and submission requirements. Arrangements will be made to accommodate a request for a reasonable accommodation to attend the conference. To request a reasonable accommodation, please contact the City's Public Works Director/City Engineer, Patrick Dobbins, in writing at [pdobbins@ci.gonzales.ca.us](mailto:pdobbins@ci.gonzales.ca.us).

### **B. Site Investigation**

An optional site walk-through will be conducted immediately following the Mandatory Pre-Proposal Conference. The site is available for inspection at the convenience of the DBE's. If special access is required to any portion of the site, submit a written request to the City's Construction Management Consultant, Albert Wege at [awege@swinerton.com](mailto:awege@swinerton.com). The City will arrange to address requests for a reasonable accommodation.

### **C. Requests for Information:**

Pre-Proposal Conference attendees must register with the City's Construction Management consultant, Swinerton Management & Consulting (SMC), at the Pre-Proposal Conference to ensure that any Addenda issued are sent to all Pre-Proposal Conference attendees.

Applicants may submit requests for information, via e-mail only, to the Construction manager, Swinerton Management and Consulting, at [awege@swinerton.com](mailto:awege@swinerton.com), up to **5:00 PM on March 3, 2023**. All requests for information and responses will be issued via Addenda. Written requests for information received by 5:00 PM on Monday of each week will be responded to by the following Friday unless the request

requires further time or research to properly respond. A Final Addendum will be issued no later than **5:00 PM on April 7, 2023**. Requests for Information submitted after this date and time will not be responded to. Addenda with Requests for Information and responses will be sent via e-mail to all Pre-qualification Conference attendees and posted on the City's website. No telephone calls please.

**E. Addenda**

Written addenda will be e-mailed, return receipt requested, to each DBE. Neither the City of Gonzales nor the DBEs will be bound by any oral representations, clarifications, or changes made to this RFP unless provided to all DBEs in written addenda form. The City of Gonzales will issue no addenda less 72 hours prior to the date for receipt of submittals.

**F. Confidential Meetings**

The City will conduct two **Confidential Meetings**, approximately two (2) hours in length, with each DBE. Representatives of the City of Gonzales, the City's Construction Management consultant, and other City consultants may attend these interactive sessions. These sessions will afford each DBE and the City team an opportunity to address issues relating to conformance with the Request for Proposals, Agreement, Criteria Documents, and supplemental information. The DBE's are encouraged to utilize this time to their best advantage.

Issues identified in a Confidential Meeting that affect all DBEs will be documented in written form by the City of Gonzales, reviewed with the DBE participating in the Review for confirmation, and distributed to each DBE in the same manner as Requests for Information.

**G. Proposal Due Date**

**Submittals are due on no later than 2:00 PM, April 12, 2023. Deliver to:**

**Patrick Dobbins  
Public Works Director/City Engineer  
City of Gonzales  
PO Box 647  
Gonzales, CA 93926**

**H. Technical Review**

After receipt of the proposals, the City's Proposal Evaluation Team will conduct a review of the proposals. During the Proposal Evaluation, it may become necessary for the Evaluation Team to issue Requests for Clarification to the DBE's. These requests may be necessary to enable the evaluators to better understand the DBE's response(s). Requests for Clarification may be in the form of a written request issued by the Evaluation Team prior to the Proposal Interview and/or a verbal request at the

time of the Proposal Interview.

### I. Proposal Interviews

Following submittal of Proposals, the Selection Committee will conduct individual interviews with each of the DBEs. Each DBE will present its Proposal in accordance with the requirements outlined in this RFP. The Interviews will take place at City Hall, 147 Fourth Street, Gonzales, CA. The DBEs will be notified of the time and exact location in advance of the Interview. Arrangements will be made to respond to a request for a reasonable accommodation.

The purpose of this interview is to confirm information provided in Proposals submitted by the DBEs. This will also be another opportunity for Proposal Evaluators to request additional clarification. In these interviews, the DBE and its team of contractors, architects, engineers, and specialty consultants may expand on the information provided in the proposal, and should respond to questions from the Selection Committee. Each DBE must have its **proposed key personnel assigned to the Project present** at the interview. The presentation should address issues such as:

1. The qualifications and expertise of the DBE's Project Team, including its Designated Subcontractors;
2. An overview of the description of the major building systems;
3. How the DBE intends to meet the requirements of the Criteria Documents;
4. Review of the DBE's proposed Design and Construction Management Plan;
5. Review of the DBE's response to the Opportunities for Innovation;
6. Review of enhancements included by the DBE within the Stipulated Sum.

Presentation materials typically include:

- Slides or Electronic Media (PowerPoint)
- Presentation boards.
- Handouts including copies of presentation materials.

Timing for each interview will be as follows:

- Fifteen (15) minutes set-up
- Forty-five (45) minute presentation
- Forty-five (45) minutes for Q&A

### J. Stipend

DBEs that submit complete Proposals satisfying all requirements of this RFP, but which are not awarded a contract by the City, shall receive a stipend for partial compensation of their efforts. This stipend shall be in the amount of \$100,000. This stipend will be forwarded to the Proposers who are not awarded the



Contract

CITY OF GONZALES

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Contract within 60 days following the execution of the Contract between the City and the awarded DBE.

If the City elects not to award a DBE contract after declaring the winning DBE firm and takes action to indefinitely defer the construction phase, the winning DBE firm will receive a stipend in the amount of \$100,000.

**K. Substitutions**

The materials, products, systems, sub-systems and components described in the Criteria Documents establish the minimum standards of required performance, function, appearance and quality to be met by each submittal. Within the limits of the stipulated contract sum, DBEs are encouraged to exceed the specified minimum requirements.

Any substitution or exception request must be submitted in writing to the City of Gonzales during the formal question and answer period no later than **5:00 PM on March 23, 2023**. Failure to make such written request is at the sole and exclusive risk of the DBE. Substitutions or exceptions not authorized by the City of Gonzales's Representative will not be accepted.

Products or workmanship described or included in the DBE's proposal, which exceed the minimum requirements of these RFP documents, are binding on the DBE and shall not be eliminated, modified, or substituted for in any way unless specifically approved in writing by the City of Gonzales's Representatives.

**3.2 SUBMISSION REQUIREMENTS**

**A. Modification of Submittal**

Prior to the time and date for receipt of proposals, a proposal may be modified upon written notice to the City of Gonzales; provided, however, the modified proposal is received by the City by the submittal delivery date specified herein. After the specified delivery date, a proposal may not be modified. It is the sole responsibility of the DBE to ensure that the City receives the modified proposal no later than the due date and time specified in this Request for Proposals.

If the DBE wishes to change any Engineer of Record (EOR) or any other consultant or member of the DBE team as submitted in its Statement of Qualifications, the new EOR, consultant or other member of the team will need to be prequalified utilizing the same process as the DBE team were originally prequalified. Approval of a new EOR, consultant or team member must be completed by the **second Confidential Meeting (week of February 20, 2023)**.

**B. Form and Style of Submittal**

Submit documents on forms included, defined, or required in or by this RFP. Any delineation or alteration of original data, material, or figures inserted by the DBE must be initialed by the party under whose name and signature the proposal is made. The proposal shall not and may not qualify the requirements of this RFP, including design, performance, and program requirements, in any manner. Failure to provide all required data, forms, and documents may cause the proposal to be rejected by the City of Gonzales and result in disqualification of the DBE.

A site survey, title report, preliminary geotechnical report, and other documents are included in this RFP as Reference Documents in Part 4 and are for informational purposes only

### C. Submittal Requirements

Submit documents in an 8-1/2" x 11" loose-leaf 3-ring hard cover binder, with tabs for each Section. **Five (5) bound copies shall** be submitted. Each bound copy shall be limited to a maximum of seventy-five (75) pages (double sided counts as two pages), excluding covers and tabs, and shall be organized in accordance with the following outline. Also submit **one electronic copy in PDF format on Flash Drive**.

1. **Cover Letter**: The cover letter shall provide an overall summary of the proposal, highlighting key enhancements and attributes. The letter must be in the name of, and signed by, an individual with authority to bind the legal entity that will execute the Design/Build contract. The cover letter must indicate the number and date of any and all addenda issued to the DBE.
1. **Table of Contents**: Include a detailed table of contents for all sections of the submittal.
2. **Evaluation Criteria**:
  - A. **Price**: A Declaration (Exhibit A of Section 00 41 00 Proposal Form) that the DBE will complete the design and construct the project for the stipulated sum must be completed and signed by the legal entity that will execute the Design/Build contract and shall be included in this section of the submittal. Alteration of any kind to this form may cause the submittal of the DBE to be rejected by the City.
  - B. **Technical Expertise**:
    1. **Designated Subcontractors**. The DBE shall provide information requested in the **Proposal Form**, and a list of Designated Subcontractors (Exhibit B of the Proposal Form) in accordance with

Sections 22160-22169 of the California Public Contract Code. Designated Subcontractors shall be afforded all the protections contained in Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the California Public Contract Code. All subcontracts not designated by or performed by the DBE shall be competitively bid and awarded by the DBE in accordance with Chapter 4 of Part 1 of Division 2 of the California Public Contract Code.

2. **Design and Construction Management Plan.** Submit a Design and Construction Management Plan responding to the information requested in the **Proposal Form.**
  3. **Collaboration:** Submit a description of the Design/Build Team's approach to working collaboratively with each other, with the City, and the Design/Build Team's approach to managing the Design/Build Process.
  4. **Community Outreach:** Submit a Community Outreach Plan responding to the information requested in the Proposal Form.
- C. **Life Cycle Cost:** Submit Life Cycle information for Building and Site work as requested in the **Proposal Form**, and Fifteen (15) year life cycle analysis using the Federal Energy Management (FEMP) Program's Building Life Cycle Cost Program Model.
- D. **Skilled Labor Force Availability:** Identify the registered apprenticeship programs as requested in the **Proposal Form.**
- E. **Safety:** Submit information regarding EMR, Total Recordable Injury/Illness rate, and Safety Program as requested in the **Proposal Form.**
- F. **Building Systems Description:** A description of the Major Building Systems responding to the information requested in the **Proposal Form.**
- i. Narratives shall describe how the DBE intends to conform with the Design Criteria Documents contained in the RFP documents, describing in narrative format the systems, subsystems, materials, equipment, and design solutions incorporated therein, including the intended approach to coordinating / integrating various systems.
  - ii. Submission of an outline technical specification replacing the performance specifications contained in these RFP documents is neither desired nor acceptable.
- G. **Opportunities for Innovation:** Written narrative and drawings as

required in the **Proposal Form** illustrating the DBE's response to the items listed.

- H. **Quality Enhancements**: A listing of DBE proposed Quality Enhancements consisting of specific elements wherein the DBE believes that its proposal will enhance the Project in excess of the minimum requirements of the RFP. Quality enhancements must address items including, but not limited to, quality and performance of materials, equipment and systems, warranties/guarantees, and schedule. Such enhancements shall be offered by the DBE in the Work DBE intends to provide within the Stipulated Sum identified in this Request for Proposals.

A list of potential enhancements is provided in the (Proposal Form) Section 00 41 00. The DBE may or may not respond to all enhancements listed. The DBE may propose its own enhancements.

4. **Other Information**: The DBE may include in this section of the submittal any additional information it deems appropriate, intended to clarify its Proposal, if such information will enable the City of Gonzales and the Selection Committee to more fully review and evaluate the submittal. The format and content of such information is at the option of the DBE provided it is no larger than 8-1/2" x 11" or is bound into the document and folded to 8-1/2" x 11", and does not cause the submittal to exceed the 75 page limit (each side of a double-sided printed page shall be considered one page).
5. **Proposal**: DBE shall submit its Proposal to the City of Gonzales by executing **Exhibit C of the Proposal Form**.
6. **Alternates**: Early in the Proposal phase, the City will provide further cost and scope information regarding the Alternates listed in the Criteria Documents.
7. **Cost Breakdown**: DBE shall submit a Cost Breakdown of its Proposal by executing **Exhibit D of the Proposal Form**.

Additional information relating to the qualifications or experience of the DBE or any of its members, shall not be included in this section of the submittal.

### 3.3 EVALUATION AND AWARD

#### A. Selection Committee

A Selection Committee composed of three (3) to five (5) members will be appointed to review submittals and score the DBE Proposals in accordance with the scoring system below. The Selection Committee may be composed of representatives from the following organizations:

1. City of Gonzales
2. Swinerton Management & Consulting (Construction Management Consultant)
3. Other City consultants

**C. Basis for Selection**

The Selection Committee will evaluate and score each Proposal based upon the criteria established in these RFP documents as follows:

**1. Required Elements (Total: 75 Points)**

This set of factors represents 50% of the total weight of consideration for the award; it includes price, technical expertise, life cycle costs over 15 years, skilled labor force availability, and acceptable safety record; and will be evaluated in the following categories and awarded points as follows:

- A. **Price**: Certification to deliver project for stipulated sum **(5 Points)**
- B. **Technical Expertise**: Designated subcontractors, Design & Construction Management Plan, Schedule, Ability to work collaboratively together, and Outreach **(50 Points)**
- C. **Life Cycle Cost over 15 Years**: Building and sitework materials, Building Life Cycle Cost Program Model **(10 Points)**
- D. **Skilled Labor Force Availability**: Apprenticeship Program **(5 Points)**
- E. **Safety**: EMR, Total Recordable Injury/Illness rate, Safety Program **(5 Points)**

**2. Best Value Elements (Total: 75 Points)**

This set of factors represents 50% of the total weight of consideration for the award; the degree to which the DBE has responded to the requirements of the Design Criteria Documents, Opportunities for Innovation, and additional criteria demonstrating the DBE's capabilities will be evaluated in the following categories and awarded points as follows:

- A. **Building Systems**: Clarity, completeness, and responsiveness of Building Systems **(5 Points)**
- B. **Architectural Approach**: Building flow, wayfinding, interior and exterior appearance **(10 Points)**
- C. **Site Development Approach**: Further development of the site and landscaping **(5 Points)**
- D. **Opportunities for Innovation**: The degree to which the DBE's approach to

the following opportunities for innovation respond to the City's goals for each item listed in the **Proposal Form (35 Points)**

- E. **Quality Enhancements:** The degree to which the DBE provides operational, functional, Design enhancements, schedule, and other enhancements as described in these RFP documents will also be scored. Each proposed enhancement will be evaluated and awarded points up to a maximum of 20 points as follows:

|                       |         |        |
|-----------------------|---------|--------|
| <b>M:</b> Moderate    | 0 – 5   | points |
| <b>S:</b> Significant | 6 – 10  | points |
| <b>O:</b> Outstanding | 11 – 20 | points |

The total number of Quality Enhancement Points will then be **pro-rated**, so that the DBE which receives **the highest score in this section will be awarded 20 points**, with the other DBE's receiving a proportional number of points.

The City will total the scores for the **Required and Best Value Elements** as noted above, and rank them sequentially in order of highest to lowest. The proposal with the highest number of points will represent the most advantageous proposal to the City.

The results of the City's evaluation and ranking of the DBE Proposals will be final.

#### 4.4 EXECUTION OF AGREEMENT

##### A. Contract Terms and Conditions

Immediately following selection of the highest ranked DBE deemed to be the most advantageous to the City, representatives of the City of Gonzales and the DBE will meet to review and finalize the Design/Build contract terms and conditions.

Negotiations shall commence immediately upon notification to the DBE with the most advantageous proposal. In the event the City is unable for any reason to enter into a Design/Build contract with the selected DBE, the City reserves the right to terminate discussions with the otherwise most advantageous DBE and, at the City's sole option, to enter into negotiations for a Design/Build agreement with the DBE next most advantageous as determined by the Selection Committee.

All required insurance certificates, endorsements, and payment and performance bonds, and any other City requirements must be submitted to and approved by the City of Gonzales before the City will execute the Design/Build contract, as required in the Notice of Award.

The RFP documents and Addenda will become part of the Design/Build contract

**Gonzales Community Center  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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documents executed with the successful DBE. The Proposal submitted by the successful DBE will become part of the Design-Build contract documents.

The City of Gonzales will meet with the DBE as required during the contract execution phase, and during design completion to discuss and review in detail the DBE's proposed enhancements for the purpose of confirming proposed changes or modifications in designs, materials, finishes, colors, configurations, layouts, equipment, systems or otherwise, to improve the overall design and quality of the proposed building and site improvements, and/or to result in the development of a building and site improvements which provides the highest possible level of functional, program and performance utility within the stipulated sum. Value engineering opportunities will be reviewed to provide the greatest benefit to the City and improve the overall functionality and performance of the Project.

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SECTION 00 10 00

SUBSTITUTION REQUEST FORM

**Note:** Failure to complete this form with complete and accurate information in a timely manner will nullify any request for substitution.

TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

We hereby submit for your consideration the following product(s), material(s), and/or detail(s) instead of the specified item per the contract documents for the above indicated project and the following specified reference:

| <u>ITEM DESCRIPTION</u> | <u>SPEC SECTION</u> | <u>SPEC PARAGRAPH</u> | <u>DRAWINGS</u> |
|-------------------------|---------------------|-----------------------|-----------------|
|-------------------------|---------------------|-----------------------|-----------------|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |

Proposed Substitution: \_\_\_\_\_

- a. Attach complete technical data, including laboratory tests, if applicable.
- b. Include complete information on changes to Drawings and/or Specifications, which proposed substitution would require for its proper installation.
- c. Submit with this request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature and test reports to indicated equality in performance.
- d. Upon submitting any substitution, the Contractor and/or Subcontractors certify that the substituted product does not contain detectable amounts of asbestiform minerals and/or lead compounds in concentrations greater than 1/10<sup>th</sup> of 1% (0.1%).

Fill in blanks below:

- A. Does the proposed substitution affect dimensions indicated on Drawings?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

**Gonzales Community Center Complex  
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- B. Will the undersigned pay for changes to the building design, including design, engineering and processing costs caused by the proposed substitution?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

- C. Does the proposed substitution have an effect on other trades?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

- D. Does the proposed substitution have an effect on applicable code requirements?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

- E. Outline differences between proposed substitution and specified item:

\_\_\_\_\_

\_\_\_\_\_

- F. Are the manufacturer's guarantees of the proposed substitution the same as the specified item?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

- G. Is the proposed substitution listed with and conform to the same requirements of the same testing agencies as the specified item, such as ICBO, ASTM, etc.?

Yes \_\_\_ No \_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY  
FOR EQUAL PERFORMANCE BY CONTRACTOR**

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

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

Remarks: \_\_\_\_\_  
\_\_\_\_\_

---

**For Use By Design Consultant**

\_\_\_\_\_ Accepted    \_\_\_\_\_ Accepted As Noted    \_\_\_\_\_ Not Accepted

\_\_\_\_\_ Received Too Late    \_\_\_\_\_ Approved as Alternate – See Bid Form

**END OF SECTION**

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

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**SECTION 00 11 13**

**NOTICE TO DESIGN-BUILD ENTITIES**

**NOTICE IS HEREBY GIVEN** that the City of Gonzales (“City”) of Gonzales, California, acting through its City Council, hereinafter referred to as the City of Gonzales, will accept proposals for the award of a Design-Build Project.

**COMMUNITY CENTER COMPLEX PROJECT**

Each proposal must conform to and be responsive to the contract documents and be submitted on a form furnished by the City of Gonzales. Proposals can only be submitted by those Design-Build Entities who have been invited to submit proposals for this Project. The following firms are hereby invited to submit proposals:

- Bernards and Perkins-Eastman
- Blach Construction and Steinberg-Hart
- Otto Construction and WRNS Studio

**DESCRIPTION OF THE WORK:** The new Project will be located on 5<sup>th</sup> Street, Gonzales, California. The new Community Center Complex will provide a flexible, vibrant facility and hub for the community, supporting a public County library, teen innovation center, fitness room, and social needs of all kinds, with operations and ongoing maintenance enabling independent use of various activity spaces, and minimizing operational costs while increasing benefits to the entire community.

The Project is approximately 23,200 square feet with approximately 3.6 acres of sitework. The construction value of the Design-Build Contract will be approximately \$23 Million.

**PROPOSALS DUE:** Sealed proposals will be received by the City of Gonzales **no later than the date specified in Section 00 10 00 (Request for Proposals)**.

**Submit Proposals to:**

**Patrick Dobbins, Public Works Director/City Engineer  
City of Gonzales  
PO Box 647  
147 Fourth Street  
Gonzales, CA 93926**

Applicants may submit requests for information, via e-mail only, to the Construction Manager, Swinerton Management and Consulting, Albert Wege at [awege@swinerton.com](mailto:awege@swinerton.com), up to **no later than the date specified in Section 00 10 00 (Request for Proposals)**. All requests for information and responses will be issued via Addenda. Written request for information received by 5:00 PM on Monday of each week will be responded to by the following Friday unless the request requires further time or research to properly respond. A Final Addendum will be issued no later than **the date specified in Section 00 10 00 (Request for Proposals)**. Requests for Information submitted after this date and time will not be responded to. Addenda with Requests for Information and responses will be sent via e-mail to all Pre-qualification Conference attendees and posted on the City's website. No telephone calls please.

A **Mandatory Virtual On-Line Pre-Proposal Conference** will be held on the **date specified in Section 00 10 00 (Request for Proposals)**. Agenda shall consist of a brief discussion of the site, followed by a presentation by the City and the opportunity for questions and answers.

**Attendance at the Pre-Proposal conference is mandatory for Pre-qualified Design/Build Entities to compete for this project.** A Design/Build Entity that submits a Proposal but did not attend the Pre-Proposal Conference will not be eligible for award of the contract. Pre-Proposal Conference attendees should allow ample time to find a parking space and walk to the meeting location.

The conference will provide an opportunity to discuss and clarify the RFP including the Design Criteria Documents, Contract Requirements, supplemental information, and submission requirements. Arrangements will be made to accommodate a request for a reasonable accommodation to attend the conference. To request a reasonable accommodation, please contact the City's Public Works Director, Patrick Dobbins, in writing at [pdobbins@ci.gonzales.ca.us](mailto:pdobbins@ci.gonzales.ca.us).

**DETERMINATION OF BEST VALUE:** The City of Gonzales will review proposals and based on upon that review select up to three (3) firms to participate in an interview process. If the Contract is to be awarded, City of Gonzales will award the Contract to the responsive Design-Build Entity whose proposal is determined to provide the Best Value to the City of Gonzales. City of Gonzales shall provide Document 00 51 00 Notice of Award within sixty (60) calendar days of Proposal submission. City of Gonzales's written decision shall support the award of the Contract by stating the basis of the award.

**PREVAILING WAGE:** The successful proposer shall be required to pay its workers on this project a sum not less than the general prevailing wage rate of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the project is performed as provided under California Labor Code section 1770 et sec. The City of Gonzales has determined the prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work in the locality in which this project is to be performed for each craft, classification or type of work needed to execute the work.

Design-Build Entity shall be required to post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

**This project is a Public Works Project.** All Contractors and Subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1773.3 for monitoring of labor compliance with DIR. For complete information, refer to the following link: [www.dir.ca.gov/public-works/SB854.html](http://www.dir.ca.gov/public-works/SB854.html).

**SUBSTITUTION OF SECURITIES:** City of Gonzales will permit successful Proposer to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00 51 60 (Escrow Agreement in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00 51 60 (Escrow Agreement in Lieu of Retention) is incorporated in full in this Document 00 11 13.

**RESTRICTIONS ON SUBSTITUTIONS AND SOLE SOURCE ITEMS:** As a limitation on Proposer's privilege to substitute "or equal" items, City of Gonzales has found that certain items are designated as City of Gonzales standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, City of Gonzales will not permit substitution. Such items are described in the Bidding Documents.

City of Gonzales is an equal opportunity employer.

**City of Gonzales  
PO Box 647  
147 Fourth Street  
Gonzales, CA 93926**

**Published:** January 31, 2023

**END OF DOCUMENT**

**Gonzales Community Center  
New Construction – Design/Build Contract**

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SECTION 00 26 40

RULES AND PROCEDURES FOR DISCUSSIONS AND NEGOTIATIONS

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PART 1 - GENERAL

1.1 SUMMARY

- A. This section provides the rules and procedures by which the City will discuss and negotiate a design build contract with the Proposers whose proposals were determined to be the most advantageous pursuant to the best value method.
- B. Pursuant to Section 00 10 00 (Request for Proposals), the Proposers acknowledged and agreed that by signing their proposal, the City chooses to reserve for itself the right to discuss and negotiate a design build contract with the Proposers to determine which proposal is the best value to the City. See Sections 22160-22169 of the California Public Contract Code.
- C. Upon reserving this right, City is required under California Public Contract Code section 17250.25(d) to provide in its Request for Proposal certain rules and procedures for inviting prequalified or short-listed entities to submit competitive sealed proposals.

1.2 RULES AND PROCEDURES

- A. The methodology for evaluating proposals shall be as specified in Article 3.3 of Section 00 10 00 Request for Proposals.
- B. The contract will be awarded on the basis of best value.
- C. The significant factors, and their weight, that the City reasonably expects to consider in evaluating proposals are specified in Article 3.3C of Section 00 10 00 Request for Proposals.
- D. When the evaluation is complete, the responsive Proposers shall be ranked based on a determination of best value by the City.
- E. The following procedures shall be observed by the City to ensure that evaluation of the Proposals is conducted in good faith:
  - 1. Preliminary Completeness Review. As part of the preliminary completeness review process the City may, in its sole discretion, discuss any apparently patently defective or non-responsive Proposal with the submitting Proposer to clarify or correct any errors by the City in reviewing the proposal, to request additional clarifying, instructive, advisory, or corrective information, and to otherwise determine whether a defect may be waived as inconsequential.

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2. Technical Review. During the detailed technical review of Proposers' proposals the City may, in its sole discretion, submit written and/or oral questions to the Proposers regarding their proposals. Proposers must answer the City's questions in writing. The technical review question and answer process is not to be treated as an opportunity for Proposers to change or supplement their proposals; it is intended to make clear, refine or otherwise explain elements of the Proposers' technical proposals.
3. Technical Review Presentations. Should the City elect to require Proposers to make detailed technical presentations regarding the essential elements of their Proposals, on one or more Evaluation Factor Categories, the City may, in its sole discretion, ask questions of the presenters regarding the presentation topic and/or its relationship to other elements of the Proposal.
4. Requests for Supplemental Information and Proposals. The City has reserved the right to request supplemental information and proposals from the Proposers. If the City elects, in its sole discretion, to make a request for supplemental material from any Proposer, the City will make a similar request of all Proposers, with equal time for response given to all Proposers.
5. Proposal Evaluations. The City will evaluate responsive Proposers' written proposals and assign each proposal a score pursuant to the scoring criteria described in the Request for Proposals (Section 00 10 00). If there is any conflict between these Rules and the Request for Proposals, the Request for Proposals shall prevail. The proposals will be ranked from lowest to highest score based on the City's evaluation of all criteria.
6. Evaluation Panel(s). The City will assemble one or more Evaluation Panels to evaluate the technical components of the Proposals. Evaluation Panels may be composed of members of the Project's construction management team, City's designated contract negotiator(s), specialists from the City's Risk Management Department, the City's Legal Office or authorized Special Counsel to the City, and other qualified individuals whose participation the City determines is necessary or appropriate.
7. Interview/Presentation Panel. The City will assemble an Interview/Presentation Panel, whose members will be similar to that of the Evaluation Panel(s). The Interview/Presentation Panel will meet separately with each Proposer for the presentation of their proposal. Each Proposer will be asked to give a short proposal overview. To the maximum extent practical, each Proposer will address the major concerns of the Interview/Presentation Panel, and should be prepared to answer any questions that may arise as a result of the presentation. The Proposers will be chosen by lot to determine the order of presentations. Proposers representatives will be comprised of the team as noted in the Proposal only, no management nor business development personnel will

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be allowed on the presentation team. Proposer's representatives may make a visual presentation, including models; they may bring copies of their proposal.

- E. Upon completion of each interview/presentation the Evaluation Panel will assign each proposal a final score pursuant to the scoring criteria described in the Request for Proposals (Section 00 10 00). If there is any conflict between these Rules and the Request for Proposals, the Request for Proposals shall prevail. The proposals will be ranked from lowest to highest score based on the City's evaluation of all criteria. The City will then proceed with one of the following, per Article 1.2.7 of this Section:
1. Contact the top-scoring proposer and commence negotiations.
  2. Contact the Proposers with the two highest scores, and negotiations will commence to determine which proposal is the most advantageous to the City.
  3. If there is a tie between the 2<sup>nd</sup> and 3<sup>rd</sup> proposals, then negotiations will commence by and among the top three proposals and the City.
- F. The following procedures shall be observed by the City to ensure that any discussions or negotiations with one or more Proposers are conducted in good faith:
1. Best and Final Offer. The City may, at its sole option, either accept a Proposer's proposal by award of a contract or enter into further discussions with one or more Proposers whose proposals are deemed to be reasonably susceptible of being considered for award. After discussions are concluded or as part of on-going contract negotiations, the City may, in its sole discretion, request a "Best and Final Offer" from one or more Proposers for consideration by the City.
  2. Contract Negotiations. The City will assemble a Contract Negotiation Team to engage the Proposer with the highest ranked proposal. The City may, in its sole discretion, conduct concurrent negotiations with the Proposer having the second highest ranked proposal. Upon successful conclusion of negotiations, the City will notify the Proposer having the proposal that is the most advantageous to the City.
- G. When the contract is awarded by the City, the City shall publicly announce the award (including identification of the design-build entity to which the award is made) and issue a statement regarding the basis of the award. The statement and the contract file shall provide sufficient information to satisfy an external audit.

1.3. CONE OF SILENCE

- A. "Cone of Silence" means a prohibition on any communication, oral or written, regarding particular Requests for Proposals (RFP), bids, proposals, contract negotiations, or other competitive solicitations between:

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1. Any person who seeks an award of the Project from the City, including a Proposer or Proposer's representative, and
  2. Any person appointed to evaluate or recommend selection in such procurement process.
- B. Notwithstanding the foregoing, the Cone of Silence shall not apply to communications with, among or between the Project Manager, Bridging Architect, Construction Manager, and City Special Counsel and their respective staff, or with designated staff who are not serving on an Evaluation Panel or the Interview/Presentation Panel, to obtain clarification or information concerning the subject solicitation. Further, nothing herein shall prohibit City employees or representatives from communicating with each other. For purposes of this section, "Proposer's representative" means an employee, partner, officer, or director of a Proposer, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a Proposer.
- C. A Cone of Silence applies to this procurement as of the date this section is issued conformed for release. The Cone of Silence shall terminate at the time the City awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation.
- D. Nothing contained herein shall prohibit any prequalified Proposer or any Proposer's representative:
1. From making public presentations at duly noticed pre-bid conferences or before duly noticed Evaluation Panel and/or Interview/Presentation Panel meetings;
  2. From engaging in contract negotiations with the City;
  3. From making a public presentation to the City Council during any duly noticed public meeting; or
  4. From communicating in writing with any City employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.
- E. Nothing contained herein shall prohibit the Project Manager or other respective staff from initiating contact with a prequalified Proposer or Proposer's representative and subsequent communications related thereto for the purpose of obtaining further information regarding the RFP, bid, or competitive solicitation or as otherwise permitted by this Section. For purposes of this Section and when not otherwise precluded by the operation of this Section from doing so, the Project Manager or designee shall accept communications from prequalified Proposers or Proposer's representatives while a Cone of Silence is applicable to this competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable evaluation, including any response thereto.

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- F. City's Legal Office shall be informed of any person who is alleged to have violated the requirements of this Section. In each such instance, an investigation may be performed and the results of each investigation including a determination of violation, if any, shall be compiled in a report.
1. If there is a determination of violation, the City reserves the right to reprimand, penalize in the form of lower ranking or points, or entirely disqualify the Proposer who committed the violation from further consideration for the pending competitive solicitation.
  2. A copy of the report, including a determination of violation, if any, and notice of the penalty imposed as provided for in this Section, if any, shall be immediately furnished or mailed to the Proposer or person who has been investigated.
  3. A Proposer or person who is determined to have violated this Section may appeal such determination in the same manner and using the same procedure established for a Proposal Protest in Paragraph 1.14 of Section 00 10 00 (Request for Proposals).

**END OF SECTION**

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**SECTION 00 33 50**

**EXISTING SITE CONDITIONS**

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1. This document sets forth the terms and conditions under which a Proposer may review, study, use or rely upon geotechnical data for, or areas near, the Project site (the “Site”), and existing conditions information concerning existing conditions at the Site. This document, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.
  
2. **REPORTS AND INFORMATION.**
  - A. City of Gonzales, its consultants and prior contractors have collected documents that provide a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports near and around the Site, contracts, contract specifications, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.
  
  - B. Proposers must inspect all available geotechnical reports and all information regarding existing conditions provided by the City of Gonzales.
  
  - C. The following reports and information regarding existing conditions and Underground Facilities at or contiguous to the Site are included with this RFP as reference documents:
    1. California Environmental Quality Act (CEQA)
      - a) Exemption letter dated March 11, 2022
  
    2. Technical Studies including Geotechnical Investigation Report
  
    3. Topographic Report
  
  - D. The reports, documents, and information described herein are not part of the Contract Documents. However, for Proposer’s convenience, copies of the documents have been provided with the Project Manual and Criteria Documents.
  
3. **USE OF INFORMATION ON EXISTING CONDITIONS.**
  - A. Above-Ground Existing Conditions. Under no circumstances shall City of Gonzales be deemed to make a warranty or representation of visible existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by the Proposer by the performance of its own independent investigation, which the Proposer must perform prior to submitting a Proposal.

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The Proposer must not rely on the information supplied by City of Gonzales regarding existing above-ground conditions. By submitting a Proposal, Proposer represents and agrees it is not relying on any information regarding existing above-ground conditions supplied by City of Gonzales to the extent such conditions are verifiable by reasonable independent investigation.

- B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to City of Gonzales by others (e.g., the owners or builders of such Underground Facilities or others). For those Underground Facilities that are owned by City of Gonzales, City of Gonzales will be responsible for the accuracy of information regarding Underground Facilities and for any conditions that materially differ from those indicated in the information provided by the City of Gonzales, provided that Proposer has conducted an independent review of the information provided by the City of Gonzales and discrepancies were not apparent. Proposer is responsible for understanding and interpreting all information on Underground Facilities other than those owned by City of Gonzales and City of Gonzales agrees that Proposer is not responsible for the accuracy of such information or reports. In reviewing any information regarding Underground Facilities, Proposer is responsible for making all reasonable interpretations and drawing all reasonable conclusions from that information but shall be solely responsible for any unreasonable interpretations or conclusions drawn therefrom. Compensation to the Design Builder for unknown differing site conditions shall be allowed as is provided for in the Contract Documents.

**4. LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION.**

- A. Geotechnical Data. By submitting a Proposal, Proposer represents and agrees that in submitting its Proposal, it is not relying on any geotechnical data supplied by City of Gonzales, except as specifically set forth herein.
- B. The Proposer may rely upon the accuracy of the “technical data” contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions and only if Proposer has conducted a thorough review of such technical data and discrepancies were not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:
1. The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration.
  2. The term “technical data” does not include, and the Proposer may not rely upon, any other data, interpretations, opinions, or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.



3. The term “technical data” shall not include the location of Underground Facilities.
4. The Proposer may not rely on the completeness of reports and drawings for design or construction. The Proposer may rely upon the general accuracy of the “technical data” contained in such reports or drawings.
5. The Proposer is responsible for making reasonable interpretations of technical data and reports. The Proposer is solely responsible for any unreasonable interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions or information contained in supplied geotechnical data. However, compensation for unknown differing site conditions shall be allowed as is provided for in the Contract Documents.

**5. INVESTIGATIONS.**

- A. Before submitting a Proposal, each Proposer shall conduct its own visual inspection of the Site and will be responsible for performing its own Geotechnical Investigation and report all other investigations that Proposer deems are necessary to make its Proposal and for performing and furnishing Work in accordance with the time, price and other terms and conditions of the Contract Documents. Proposer may rely upon the geotechnical and existing conditions data provided by the City of Gonzales only to the extent the Proposer’s geotechnical engineer deems appropriate in the exercise of its professional judgment. The design shall not be developed based solely upon the information provided by the City of Gonzales.

Each Proposer will be responsible for obtaining and reviewing such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise, as deemed necessary by its geotechnical engineer, that may affect structural design, cost, progress, performance or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by the Proposer and safety precautions and programs incident thereto, and for performing reasonable on-site inspections for visible conditions, which the Proposer deems necessary to make its Bid and for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

Each Proposer shall conduct its own Hazardous Material Survey the Proposer deems necessary for the performance of its work.

**6. ACCESS TO SITE.**

Subject to City of Gonzales approval and reasonable scheduling, City of Gonzales will provide each Proposer access to the Site to conduct such examinations and investigations as each Proposer deems necessary for submission of its Proposal.

Section 01 88 20, Miscellaneous Hazardous Materials Performance Requirements describes hazardous material information included with the Request for Proposal Documents and use of data therein.

**7. REPORTS AND INFORMATION.**

A. The City of Gonzales, its consultants, Contractors, and agents have prepared documents providing a general description of the Project Site and identifying locations of known or suspected hazardous materials. The existing documents consist of surveys included in the Project Manual. Additional documents may be provided to Proposers in an Addendum.

B. The Project Site consists of the following:

1. The design and construction of the New Community Center Complex is approximately 23,200 square feet with approximately 3.6 acres of sitework.
2. The existing site contains elements that must be demolished prior to the start of construction, as stipulated by the Criteria Documents. The DBE shall be responsible for the complete demolition and removal of these elements, site excavation, and removal/relocation of utilities.
3. The site contains elements – underground site utilities - that must be demolished prior to the start of construction and to bring in new connections for services for water, gas, sanitary sewer, storm drains, telecommunication, and power, as stipulated by the Criteria Documents. The DBE shall be responsible for the complete demolition and removal of these elements, including any required hazardous materials abatement, foundation removal, site excavation, and removal/relocation of utilities.

**8. USE OF DATA**

A. Data regarding the locations and types of hazardous materials was obtained for use of City of Gonzales and its consultants, Contractors, agents, and tenants for planning and design and are not part of the Contract Documents. Proposer may rely on this information for its accuracy regarding the locations of potentially hazardous materials related to the Work. The provisions of Section 4, Limited Reliance Permitted on Certain Information, apply to any hazardous materials information. Compensation to the Design Builder for unknown differing site conditions, including conditions that differ materially from those indicated in the reports or surveys referred to herein, shall be allowed as provided in the Contract Documents.

- B. City of Gonzales does not warrant and makes no representation regarding the accuracy, completeness or thoroughness of any information verifiable by visual inspection. By submitting a Proposal, Proposer represents and agrees that in submitting a Proposal it has reviewed the data regarding existing conditions supplied by City of Gonzales concerning the general location of potentially hazardous materials.

**9. INVESTIGATIONS.**

- A. Before submitting a Proposal, each Proposer shall conduct its own visual inspection of the Site, and with the City of Gonzales's consent, shall perform other investigations that Proposer deems are necessary to make its Proposal and for performing and furnishing Work in accordance with the time, price and other terms and conditions of the Contract Documents.

**END OF DOCUMENT**

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SECTION 00 35 00

**CONTRACTOR LABOR CODE REQUIREMENTS**

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Contractors and subcontractors which bid on and are awarded public works projects must comply with three general obligations which are enforced by the Public Works Unit of the Division of Labor Standards and Enforcement (“DLSE”). The four categories of obligations are:

**1. Contractors’ Obligations to Maintain and Furnish Records:**

Labor Code § 1776(a) requires each public works contractor and subcontractor to keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual wages paid to each worker. The “work classification” refers to the craft classification (or type of work performed) as fixed by the Director and specified by title on the prevailing wage determinations published and maintained by the OPRL. (Labor Code § 1773 and 8 CCR § 16203.) Payroll records which do not identify the Director’s specified title (e.g., records which only identify a worker by status, such as “journeyman” or “apprentice” or “partner,” and do not refer to the Director’s published classification, such as “Laborer Group 1” or “Carpenter”) are inadequate. Payroll records shall be on forms provided by the DLSE or in a manner containing the same information as the forms provided by the DLSE. The DLSE form (DIR Form A-1-131) is available on the DLSE website in the Public Works/prevaling wage section. The payroll records may consist of printouts that are maintained as computer records so long as the printouts contain the same information as the DLSE forms. The required certification language is also on the DLSE website.

**2. Contractors’ Obligations to Pay Prevailing Wage Rates:**

Not less than the specified prevailing rates of per diem wages must be paid to all workers employed in the execution of public works contracts. (Labor Code § 1774.) Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work. (Labor Code § 1772.) Note: rates are also accessible through the DLSE Public Works website.

**3. Contractors’ Obligations to Comply with Apprenticeship Standards:**

Labor Code § 1777.5 identifies the obligations of contractors (including subcontractors) to employ apprentices on public works projects. The requirements to employ apprentices do not apply to “contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involves less than thirty-thousand dollars (\$30,000).” Labor Code § 1777.5(o).) Contractors who “knowingly violate” any of these requirements are subject to monetary penalties (up to \$300.00 for each full calendar day of noncompliance) under Labor Code § 1777.7, and may also be “debarred,” i.e., denied the right to bid on or be awarded a contract for public works, or perform work as a subcontractor on a public works project, for up to a period of three years. The appropriate remedy in each case will be based upon a consideration of five circumstances listed in the statute.

**4. Submittal of Certified Payroll Records**

The DBE and each sub-contractor and supplier is required to submit certified payrolls and labor compliance documentation.

Upon award of the construction contract, the DBE and all subcontractors are required to use the system for their fringe benefits statements, weekly certified payroll reports and non-performance reports.

The DBE and each subcontractor shall maintain weekly certified payroll records for submittal to the City as required. The DBE shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the DBE or each subcontractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed.

Time cards, front and back copies of cancelled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by the Labor Compliance Officer at any time and shall be provided within 10 days following the receipt of the request.

Effective June 27, 2012, the Legislature amended section 1777.7 to transfer enforcement of these apprenticeship obligations from the Chief of the Division of Apprenticeship Standards (DAS) to the Labor Commissioner (DLSE).

Contractors and subcontractors are referred to the DLSE's "ENFORCEMENT POLICY and INTERPRETATIONS MANUAL [www.dir.ca.gov/dlse/PWManualCombined.pdf](http://www.dir.ca.gov/dlse/PWManualCombined.pdf) for a detailed discussion of Project obligations and Requirements.

**END OF SECTION**

SECTION 00 41 00

PROPOSAL FORM

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Exhibit B: List of Designated Subcontractors

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**SUBMITTAL REQUIREMENTS**

**A. PRICE**

A Declaration (Exhibit A) that the DBE will complete the design and construct the project for the stipulated sum must be completed and signed by the legal entity that will execute the Design/Build contract, and shall be included in this section of the submittal. Alteration of any kind to this form may cause the submittal of the DBE to be rejected by the City.

**B. TECHNICAL EXPERTISE**

**1. Designated Subcontractors**

The City of Gonzales requires that the DBE designate the following subcontractors, and list relevant information regarding their experience as required below: Structural, Mechanical, Electrical, Plumbing, and Sitework and Grading. In addition, DBE may designate two (2) additional subcontractors with trades/classification as selected by the DBE.

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**B. TECHNICAL EXPERTISE, Continued:**

**1.A - Trade: Structural (per systems selected by DBE)**

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

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Information:

\_\_\_\_\_  
\_\_\_\_\_

**Project Experience:**

List **three** of the most relevant projects completed within the last 5 years. For each project, submit the following information:

**1. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

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**B. TECHNICAL EXPERTISE, Continued:**

**1.A - Trade: Structural (Steel or Concrete per system selected by DBE)**

**2. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

**3. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

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**B. TECHNICAL EXPERTISE, Continued:**

**1.B - Trade: Mechanical (HVAC)**

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License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Information:

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**Project Experience:**

List **three** of the most relevant projects completed within the last 5 years. For each project, submit the following information:

**1. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

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**B. TECHNICAL EXPERTISE, Continued:**

**1.B - Trade: Mechanical (HVAC)**

**2. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

**3. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

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**B. TECHNICAL EXPERTISE, Continued:**

**1.C - Trade: Electrical**

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

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Information:

\_\_\_\_\_  
\_\_\_\_\_

**Project Experience:**

List **three** of the most relevant projects completed within the last 5 years. For each project, submit the following information:

**1. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

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**B. TECHNICAL EXPERTISE, Continued:**

**1.C - Trade: Electrical**

**2. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

**3. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

B. TECHNICAL EXPERTISE, Continued:

**1.D - Trade: Plumbing**

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

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Information:  
\_\_\_\_\_  
\_\_\_\_\_

Project Experience:

List **three** of the most relevant projects completed within the last 5 years. For each project, submit the following information:

**1. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_



B. TECHNICAL EXPERTISE, Continued:

**1.D - Trade: Plumbing**

2. **Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

3. **Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

B. TECHNICAL EXPERTISE, Continued:

**1.E - Trade: Sitework and Grading**

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

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Information:  
\_\_\_\_\_  
\_\_\_\_\_

Project Experience:

List **three** of the most relevant projects completed within the last 5 years. For each project, submit the following information:

**1. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

B. TECHNICAL EXPERTISE, Continued:

**1.E - Trade: Sitework and Grading**

2. **Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

3. **Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

B. TECHNICAL EXPERTISE, Continued:

**Additional Designated Subcontractors:**

DBE may designate two (2) additional subcontractors with trades/classification as selected by the DBE.

**1.F - Trade / License Classification:** \_\_\_\_\_

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

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Information:  
\_\_\_\_\_  
\_\_\_\_\_

Project Experience:

List **three** of the most relevant projects completed within the last 5 years. For each project, submit the following information:

1. **Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

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**B. TECHNICAL EXPERTISE, Continued:**

**1.F - Trade / License Classification:** \_\_\_\_\_

**2. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

**3. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

B. TECHNICAL EXPERTISE, Continued:

**1.G - Trade / License Classification:** \_\_\_\_\_

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

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Information:  
\_\_\_\_\_  
\_\_\_\_\_

Project Experience:

List **three** of the most relevant projects completed within the last 5 years. For each project, submit the following information:

**1. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

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**B. TECHNICAL EXPERTISE, Continued:**

**1.G - Trade / License Classification:** \_\_\_\_\_

**2. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

**3. Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Initial Contracted Amount: \$ \_\_\_\_\_

Final Contracted Amount: \$ \_\_\_\_\_

Contracted with Owner? Yes \_\_\_\_\_ No \_\_\_\_\_

Contracted with General Contractor? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Project Contact: Telephone: \_\_\_\_\_

Number of Projects completed with this General Contractor: \_\_\_\_\_

Delivery Method: Design/Build \_\_\_\_\_ Design/Bid/Build \_\_\_\_\_ Other: \_\_\_\_\_

Number of Licensed Professional Engineers on staff: \_\_\_\_\_

B. TECHNICAL EXPERTISE, Continued:

**2. Design and Construction Management Plan**

**Describe your approach to the management of this project with particular attention to the items listed below:**

- A. Project Team organization showing management responsibilities (and levels of authority) for the design and construction phases.
- B. Design Management Approach (Including document reviews, value engineering, and interaction w/ City of Gonzales, Regulatory Agencies, Utility Companies, Criteria Architect, Construction Management Consultant)
- C. DBE is required to comply with all code requirements in place at time of submittal to agencies having jurisdiction, including but not limited to the 2022 California Building Code. The Criteria Documents were prepared to comply with the previous code cycle. Provide a narrative of your approach to compliance with the new code requirements, including a summary of changes which will be required.
- D. Coordination with the City, Architect of Record, Design Criteria Architect, Construction Manager, Subconsultants, and Subcontractors through all project phases
- E. Approach to procuring approvals from regulatory agencies and utility companies, including but not limited to the City of Gonzales Building Services Department; Gonzales Fire Department; City of Gonzales Water, Sewer, and Solid Waste services; PG&E; and others as required.
- F. Electronic Communications, including Web-based Project/Construction Management system (Procore).
- G. Meetings and Conferences.
- H. Site Requirements/Site Use.
- I. Sustainability/Recycling/Waste Management Plan.
- J. Construction Traffic Management Plan (including temporary off-site parking)
- K. Site Staging and Logistics Plan, including plan to maintain access to surrounding properties during construction and a plan recognizing safety of students and faculty.
- L. Construction Management Approach (Including interaction w/ City of Gonzales, Regulatory Agencies, Utility Companies, Design Criteria Architect, and Construction Management Consultant).
- M. Scheduling: Submit a Proposed Schedule in accordance with Document 00 50 00 (Agreement) showing a realistic plan to complete the Project within the time set forth in



Document 00 50 00 (Agreement), in Gantt Chart form, incorporating critical milestones and events known or understood by the DBE (including critical milestones and events identified by the City in the Project Milestone Schedule Exhibit E).

Include a written description of the manner in which DBE proposes to comply with scheduling requirements, including recovery scheduling, and describe the review and approval of milestones during the Start-up, Construction Document, Construction, Commissioning and Project Close-Out phases.

- N. Approach to conflict resolution. (Include discussion of "Partnering" process required in Section 00 50 00 Agreement.)
- O. Quality Control and Quality Assurance program.
- P. Monthly Reports.
- Q. Record Documents.

### **3. Collaboration**

Submit a description of the Design/Build Team's approach to working collaboratively with each other. Include specific methods and procedures that will ensure collaboration, and the Design/Build Team's approach to managing the Design/Build Process. Also, include a plan for how the Design/Build Team will collaborate with the City. Working with the City includes:

- Building Services Department
- Community Development
- Community Center management and staff
- Information Technology
- Consultants
- Vendors

### **4. Community Outreach:**

Provide a detailed narrative describing your approach to the City's Community Outreach Program, which includes:

- Local Subcontractors: A minimum of 25% of the value of all subcontracts shall be companies based in Monterey County.
- Local Labor Participation: A minimum of 15% of construction labor shall be residents of Monterey County.
- High School Career Outreach: A program of regular events with Gonzales High School to educate students about careers in design and construction.
- Internships. A program to provide internships to High School and Community College students at the project site during construction.

DBE's are encouraged to engage community organizations during the Proposal process, including the Gonzales Youth Council, Teen Center and Library staff, local organizations (such as Rotary) and others. DBE's are also encouraged to engage local construction

organizations including the Monterey/Santa Cruz Building and Construction Trades Council.

**C. LIFE CYCLE COST OVER 15 YEARS**

Describe how the project contributes to enhanced life cycle cost. The elements of enhanced life cycle cost shall be as follows:

1. **Building Materials**: A description of elements in the DBE's Proposal which contribute to increased durability, ease of maintenance, minimized replacement cost, and decreased life cycle cost of building materials. Include all exterior and interior building materials.
2. **Sitework Elements**: A description of elements in the DBE's Proposal which contribute to increased durability, ease of maintenance, minimized replacement cost, and decreased life cycle cost of sitework elements. Site work elements include landscape, irrigation systems, hardscape, paving, and all other elements of the Project site.
3. **Sustainable Design/Life Cycle Costing**: Provide an at least fifteen (15) year life cycle analysis using the Federal Energy Management Program's (FEMP) Building Life Cycle Cost Program Model BLCC version 5\_3\_22 as applicable. The model can be obtained from the FEMP website at:

<https://www.energy.gov/eere/femp/building-life-cycle-cost-programs>

The analysis of alternative building and building-related systems or components for sustainable Design/Life Cycle Costing will be relative to the base building designed to be in conformance with ASHRAE standards, or applicable codes.

**D. SKILLED LABOR FORCE AVAILABILITY:**

Identify the registered apprenticeship programs, approved by the California Apprenticeship Council and that has graduated apprentices in each of the preceding five years, with which the DBE has agreements to supply apprentices for this specific project.

Describe the DBE's approach to skilled labor force availability and labor management.

**E. SAFETY:**

1. State and certify the DBE's Experience Modification Rate for the most recent five-year period (2017, 2018, 2019, 2020, and 2021).
2. State that the DBE's average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category (or if the DBE is a party to an alternative dispute resolution system as provided for in Labor Code § 3201.5).
3. Submit a detailed Safety Program specific to the Project scope, site conditions, and Project specifics set forth in the Contract Documents.

**F. BUILDING SYSTEMS DESCRIPTION**

- 1. Site Development Plan:** Provide a written narrative (up to 2 pages) of proposed site improvements, including scope of hardscape and landscape improvements, and response to improving the elements described in the Design Criteria Documents. Additional diagrams can be included. The description is to incorporate your response with the Criteria Document Requirements, Opportunities for Innovation, and Quality Enhancements.
- 2. Structural Framing / Foundation Systems:** Provide a written narrative (up to 3 pages) of the proposed structural framing and foundation systems, incorporating your response to the Criteria Document Requirements, Opportunities for Innovation, and Quality Enhancements. Provide a vertical section at typical wall from foundation to roof showing foundation, vertical and horizontal framing, and shear elements (also show interstitial space indicating ductwork, ceiling, and lighting if any).
- 3. Electrical Systems:** Provide a written narrative (up to 2 pages) of the Project electrical systems, including site, power and lighting, distribution, low voltage systems (data/telecommunications, audio/visual, and security), and fire and life safety systems. Additional diagrams can be included. The description is to incorporate your response to the Criteria Document Requirements, Opportunities for Innovation, and Quality Enhancements.
- 4. Plumbing Systems:** Provide a written narrative (up to 2 pages) of the Project plumbing systems, including site, gas, water, waste and other plumbing systems, fire and life safety systems, including specialty systems. Additional diagrams can be included. The description is to incorporate your response to the Criteria Document Requirements, Opportunities for Innovation, and Quality Enhancements.
- 5. HVAC Systems:** Provide a written narrative (up to 2 pages) of the overall system operation configuration and system performance expectations, including specialty systems. Additional diagrams can be included. The description is to incorporate your response to the Criteria Document Requirements, Opportunities for Innovation, and Quality Enhancements.
- 6. Exterior Closure / Wall and Roofing Systems:** Provide a written narrative (up to 2 pages) describing system and components. Additional diagrams can be included. The description is to incorporate your response to the Criteria Document Requirements, Opportunities for Innovation, and Quality Enhancements.
- 7. Site Utilities:** Provide a written narrative (up to 1 page) of the site utility systems including service, distribution, operational flexibility, emergency efficiency, overall sustainability and other factors. Identify the capacity of all proposed utility lines and services and estimated demand of the completed system.
- 8. Stormwater System:** Provide a written narrative (up to 1 page) of the stormwater management system including distribution and other factors.

- 9. Coordination of Building Systems:** Identify the capacity of all proposed utility lines and estimated demand of the completed system. Describe overall coordination/integration of various building systems. Include discussion of centralized controls, functionality, compatibility of components, maintenance, operating efficiency, operation/configuration, system performance expectations and other relevant information. Provide a written narrative (up to 2 pages)
- 10. Architectural approach:** The Design Criteria Documents are integral parts of this RFP and will be an integral part of the Design Build Entity's Agreement with the City. Provide a written narrative (up to 2 pages) of your Architectural Approach to the Project.
- 11. Approach to Sustainability** Provide a written narrative (up to 1 page) of your Sustainability Approach to the project.

***Pages shall be 8 ½" x 11" or folded to conform to 8 ½" x 11" and bound into the document or placed within a plastic sleeve.***

**OPPORTUNITIES FOR INNOVATION:**

Following are elements of the Project where the DBE **may depart from the requirements of the Design Criteria Documents.**

The City has opened up these elements in order to encourage the DBE to propose solutions that enhance the value of the project. Each is specified below, including:

- A description of what is not fixed in the Design Criteria Documents (where the DBE may depart from the Design Criteria Documents).
- The Design Requirements that the DBE is to follow in developing its solutions to these non-fixed elements.
- Proposal submittal requirements for this section, including narratives and drawings.

The scope of work described in this section by the DBE shall be included in the Work to be provided within the Stipulated Sum identified in this Request for Proposals.

**1. STRUCTURAL SYSTEM:**

**a. What is not fixed:**

1. Footing and foundation system.
2. Steel frame structural system.
3. Area separations and rated walls
4. Structural design shown in the Design Criteria Documents

**b. Design Requirements:**

1. An innovative approach to structural system, including Timber structural system , Cross-Laminated Timber, hybrid wood/steel system, modular structural systems, sustainable design, and other elements that enhance the design statement that the project makes to the community.
2. Compliance with Geotechnical Report included in Part 4 of this RFP.

3. Compliance with all code requirements included in the Design Criteria Documents.
4. Expression of the structural design that enhances the Architectural aesthetic shown in the Design Criteria Documents.
5. A structural design that expresses the Architectural aesthetic shown in the Design Criteria Documents, in particular at the sloped roof elements.
6. Design of elements that harmonize with the Architectural aesthetic of the Design Criteria Documents, and align with the DBE's proposed structural aesthetic.

**c. Proposal Submittal Requirements:**

1. Conceptual foundation plan (1/16" = 1'-0")
2. Conceptual roof framing plan (1/16" = 1'-0")
3. Typical wall sections at building, Lobby/Lounge, and Community Room (1/8" = 1'-0"). Note structural elements and architectural finishes.

**2. FURNITURE, FIXTURES, AND EQUIPMENT:**

**a. What is not fixed:**

1. Library front desk casework.

**b. Design Requirements:**

1. Design-Builder shall procure and install the complete FF&E program included in the Criteria Documents furniture plan, except for furniture in all Library spaces which will be furnished by the Monterey County Free Library.
2. Furniture stipulated sums are as follows, which are included in the total Stipulated Sums for each Phase:
  - a. Phase 1: \$250,000
  - b. Phase 2: \$800,000

**c. Proposal Submittal Requirements:**

1. Comprehensive qualifications and experience of the design team, including:
  - a. The addition of an FF&E Design Professional to the Design-Build team, with resume(s) indicating relevant experience
  - b. List of relevant project experience of the Design-Build team.
  - c. Project sheets for furniture design/installations of similar size, scope, and complexity.
2. Narrative describing the design approach to FF&E, including a description of how FF&E harmonizes with the design of the buildings, a description of durability, and consideration of life cycle costing.
3. Complete furniture schedule, including:
  - a. Schedule of all furniture pieces
  - b. Manufacturer's name
  - c. Model number
  - d. Reference to furniture layout plan shown in Criteria Drawings
  - e. Photograph of furniture piece
  - f. Link to manufacturer website

4. Library front desk installed as FF&E.
  5. All furniture shall be of high quality suitable to a public building
  6. All new furniture shall have a useful life of 30 years
- 3. LIBRARY:**
- a. What is not fixed:**
    1. Book drop room
    2. Design of front (entry) wall of Group Study A116.
    3. Front desk configuration
  - b. Design requirements:**
    1. Optimized sight lines from the front desk to library spaces, to allow for monitoring of customers/guests from the front desk.
    2. A library book drop system comprised of mobile units that sit outside during the day and are brought in at night, with sufficient storage and sorting space in the staff work area.
    3. Front (entry) wall of Group Study A116 shall be all glass (floor to ceiling, side wall to side wall).
  - c. Proposal Submittal Requirements:**
    1. Conceptual floor plan (1/16" = 1'-0")
- 4. SITE DESIGN:**
- a. What is not fixed:**
    1. Parking count shown in Criteria Documents (which shows parking for "Future Phase" project).
    2. Trash enclosure location
    3. Plant establishment period and maintenance requirements in the Criteria Documents.
  - b. Design requirements:**
    1. Parking lot included in Phase 1 that meets all requirements to provide parking for complete build-out of Phases 1 and 2.
    2. A trash enclosure that meets the requirements of Tri-Cities Disposal & Recycling Service.
    3. Trash enclosure location that minimizes visibility to the public.
    4. Trash enclosure appearance as shown in the Criteria Documents.
    5. Stormwater Demonstration as Education – stormwater management system which is visible to the public, with displays, signage, and other innovative methods that communicate how the system works.
    6. Full landscape maintenance, and plant establishment period through the end of the Warranty period.
  - c. Proposal Submittal Requirements:**
    1. Conceptual site plan (1" = 30')

**G. QUALITY ENHANCEMENTS:**

Provide a list and description of proposed Quality Enhancements consisting of specific elements wherein the Design/Build Team believes that its proposal will enhance the Project in excess of the minimum requirements of the RFP. Quality enhancements can address items including (but not limited to) quality and performance of materials, equipment and systems, warranties/guarantees, schedule, form and function desirable attributes to enhance the programs and livability of the spaces. Such enhancements shall be offered by the DBE to be included in the Work to be provided within the Stipulated Sum identified in this Request for Proposals. These quality enhancements to the Project must conform to all applicable codes and regulatory requirements, and shall not alter other requirements of Design Criteria Documents unless specifically approved by the City in writing.

Where the DBE chooses to include a particular quality enhancement, the DBE shall provide a thorough description of the quantity, quality and methods proposed. DBEs should consider maintenance and user requirements in proposing enhancements. The City of Gonzales shall make final determination as to the appropriateness of the proposed quality enhancement(s), including those that shall be authorized to be incorporated into the Work.

The following items may not be included as quality enhancements:

1. Changes in the Stipulated Sum.
2. Changes to the Agreement.
3. Changes to the Building Program (square footage of program elements, except as allowed in the Opportunities for Innovation section)

Examples of quality enhancements that will be considered are listed below. **DBE's may propose additional enhancements for the City's consideration** (except as noted above). All enhancements will be considered relative to the City's judgment of value added to the Project as follows:

- 3 - Moderate** Each priority "3" enhancement will earn between 0-5 points for that criterion.
- 2 - Significant** Each priority "2" enhancement will earn between 6-10 points for that criterion.
- 1 - Outstanding** Each priority "1" enhancement will earn between 11-20 points for that criterion.

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**1. Enhancements proposed by the City.**

The DBE may elect to include these operational/functional measures in the Project:

| <b>Enhancement</b>   | <b>Value</b> |
|--|--------------|
| Alternate: 2023 CALGreen Tier 1 voluntary level for EV ready and EV charging station spaces. Based on ~117 planned parking spaces: 13 additional EV ready spaces (infrastructure), 7 additional EV charging stations.  | 1            |
| Installation of a Photovoltaic System to provide Net Zero Energy.  | 1            |
| Installation Photovoltaic panels to provide renewable energy   | 2-3          |
| Facility Management Controls Systems: Provide upgrades to the baseline system that will increase the performance of the building systems without adding burdensome maintenance requirements on the City personnel or substantially increasing maintenance/operating costs. | 2            |
| Maintenance Contracts: Provide proposed extensions or upgrades to the specified maintenance contracts such as for, control systems, landscaping, irrigation systems, water feature, equipment, etc.  | 2            |
| Upgrades in materials (consistent with the design intent) that will increase durability and useful life, or reduce maintenance without adversely affecting the sustainability criteria for the materials.  | 1            |
| Strategies for the compression of the design and construction schedule as compared to the milestone schedule shown in the RFP.   | 1            |
| Extended Warranties: Provide proposed extensions to specific individual warranties.  | 2            |
| Donor signage program (donor wall, signs at designated facilities, time capsule).  | 1            |
| Community hall special lighting, acoustic improvements (to be included in Phase 2)   | 1            |
| Added security cameras   | 3            |
| Increased Usable SF in library   | 2            |
| Additional storage: in Teen Innovation, Library  | 2            |
| Larger trees   | 3            |

**OTHER INFORMATION**

Additional information relating to the qualifications or experience of the design build team, or any of its members, other than specified above, shall not be included in this submittal.



**EXHIBIT A**

**DECLARATION**

In submitting this Proposal, DBE represents that Proposer has examined and completed all requirements of the Request for Proposals and Proposal Form, including but not limited to the following sections:

- Designated Subcontractors
- Design and Construction Management Plan
- Technical Proposal
- Building Systems Descriptions
- Opportunities for Innovation
- Quality Enhancements

In submitting this proposal, DBE represents that DBE has examined copies of all the Contract Documents and acknowledges receipt of the following addenda:

|                      |              |
|----------------------|--------------|
| Addendum No.: _____. | Date: _____. |
| Addendum No.: _____. | Date: _____. |
| Addendum No.: _____. | Date: _____. |
| Addendum No.: _____. | Date: _____. |
| Addendum No.: _____. | Date: _____. |
| Addendum No.: _____. | Date: _____. |
| Addendum No.: _____. | Date: _____. |
| Addendum No.: _____. | Date: _____. |

Failure to acknowledge receipt of an addendum on the Proposal Form shall not in itself be cause for withdrawal or rejection of proposal, if it can be shown that DBE did, in fact, receive such addendum prior to proposal opening.



**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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**EXHIBIT B**

**LIST OF DESIGNATED SUBCONTRACTORS**

Listed hereinafter is the name and location of subcontractors who will be employed, and the kind of work which each will perform if the contract is awarded to the undersigned. (Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform. Give Contractor's license number of each subcontractor. (Vendors, or suppliers of materials only need not be listed.)

I understand that all subcontractors designated to be listed with submittal of this Technical Proposal shall be afforded all of the protection contained in Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code. Subcontractors not required to be designated, under this RFP shall be competitively bid and awarded by the Design/Build entity in accordance with the following:

- A. Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the City of Gonzales.
- B. Provide a fixed date and time on which the subcontracted work will be awarded in accordance with Section 10141 of the Public Contract Code.
- C. As authorized by the City, establish reasonable prequalification criteria and standards.
- D. Provide that the subcontracted work shall be awarded to the lowest responsible bidder.
- E. In a contract between the DBE and the subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the contract between the City and the DBE.
- F. If the DBE provides written notice to any subcontractor who is not a member of the Design/Build entity, prior to or at the time the bid is requested, that a bond may be required, and the subcontractor subsequently is unable or refuses to furnish a bond to the Design/Build entity, then the DBE may withhold retention proceeds in excess of the percentage specified in the contract between the City and the Design/Build entity from any payment made by the Design/Build entity to the subcontractor.

| <b>Type of Work</b> | <b>Name and Location</b> | <b>License No.</b> |
|---------------------|--------------------------|--------------------|
| Mechanical          | _____                    | _____              |
| Electrical          | _____                    | _____              |
| Structural          | _____                    | _____              |
| Plumbing            | _____                    | _____              |
| Grading & Sitework  | _____                    | _____              |
| Other               | _____                    | _____              |
| Other               | _____                    | _____              |

**EXHIBIT C**

**PROPOSAL TO THE CITY OF GONZALES**

ON OR BEFORE: 2:00 PM, April 12, 2023

DELIVER TO: Patrick Dobbins  
Public Works Director  
City of Gonzales  
147 4<sup>th</sup> Street  
Gonzales, CA 93926

FOR: Gonzales Community Center Complex

Plainly mark outside of envelope with "Proposal For" followed by the above title.

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform all work required for the above-named Project in the manner and time prescribed in the Design Build Request for Proposal dated \_\_\_\_\_, and such addenda thereto as may be issued.

The undersigned certifies that in preparation of this Proposal, no bid was received by the DBE from a bid depository, which depository (as to any portion of the work) prohibits or imposes sanctions for the obtaining by proposer, or the submission to proposer by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. This certification shall constitute a warranty, the falsity of which shall entitle the City of Gonzales to pursue any remedy authorized by law, and shall include the right, at the option of the City of Gonzales, of declaring any contract made as a result thereof to be void.

By signature hereof, the DBE swears under penalty of perjury that representations of the Proposal with respect to proposer's license are true and that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the DBE within the immediately preceding two-year period because of the DBE's failure to comply with an order of a Federal Court which orders the DBE to comply with an order of the National Labor Relations Board.

If awarded the contract, the undersigned agrees to sign the contract, to furnish the bonds and Certificate of Liability Insurance called for, and to start the work when notified.

**Gonzales Community Center Complex  
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**EXHIBIT C (Continued)**

**THIS PROPOSAL IS SUBMITTED BY (check one):**

- Individual                       Partnership  
 Joint Venture                       Corporation \_\_\_\_\_  
State in which incorporated

**NOTE:** If DBE is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if DBE is a partnership, the true name of the firm shall be set forth below, together with the signature of a partner authorized to sign contract on behalf of the partnership; and if DBE is an individual, that person's signature shall be placed below.

If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the Proposal; otherwise, the Proposal will be regarded as irregular and unauthorized. If Proposal is submitted by partnership or joint venture, the members are:

Business Address \_\_\_\_\_

Business Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**NOTE:** If proposing as a joint venture, each person submitting the proposal shall provide the information required below with respect to his or her licensure.

**IMPORTANT – READ BEFORE SIGNING:** Proposal must be executed in same name-style in which the DBE is licensed and pre-qualified. DBE proposing jointly or as a combination of several business organizations are specially cautioned that such DBE must be jointly licensed and pre-qualified in the same form and style in which the bid is executed.

Legal Name of DBE \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ License Classification: \_\_\_\_\_

Expiration Date of Contractor's License: \_\_\_\_\_

**SIGN HERE:** \_\_\_\_\_  
Signature of Proposer

**DATE:** \_\_\_\_\_  
Day/Month/Year                      Title of Proposer

**END OF SECTION**

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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**SECTION 00 45 00**

**PROPOSER CERTIFICATIONS**

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TO BE EXECUTED BY ALL PROPOSERS AND SUBMITTED WITH PROPOSAL

The undersigned Proposer certifies to the CITY OF GONZALES (“City”), as is set forth in paragraphs 1 through 12 below all under the penalty of perjury that:

**1. CERTIFICATE OF NON-DISCRIMINATION.**

There will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local laws, regulations, directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

**2. STATEMENT OF CONVICTIONS.**

No final, unappealable finding of contempt of court by a Federal Court has been issued against Proposer within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

**3. PREVIOUS DISQUALIFICATIONS.**

Neither the below indicated Proposer nor any of its officers or employees with a proprietary interest in such Proposer has ever been disqualified, removed or otherwise prevented from proposing on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled “Previous Disqualifications.” If such exceptions are attached, please explain the circumstances.

**4. CERTIFICATION OF WORKER’S COMPENSATION INSURANCE.**

Proposer is aware of the provisions of Labor Code § 3700 which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Proposer will comply with such provisions before commencing the performance of the Work of this Contract.

**5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS.**

Proposer is aware of the provisions of Labor Code § 1773, which requires the payment of prevailing wages on public projects. Also, that the Design Builder and all of its Subcontractors shall comply with Labor Code § 1776, regarding wage records, and with Labor Code § 1777.5, regarding the employment and training of apprentices. It is the Design Builder’s responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

**6. CERTIFICATION OF APPRENTICESHIP PROGRAM PARTICIPATION**

Proposer is a party to an agreement with a registered apprenticeship program approved by the California Apprenticeship Council that has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft, and that attached hereto is a copy of that agreement, which is true and correct and in full force and effect.

**7. CERTIFICATION OF ACCEPTABLE SAFETY RECORD.**

Proposer's experience modification rate for the most recent five-year period is an average of 1.25 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent five-year period does not exceed the applicable statistical standards for its business category or if the Proposer is a party to an alternative dispute resolution system as provided for in Labor Code § 3201.5.

**8. CERTIFICATION REGARDING MATERIAL CHANGES.**

**[Please check and/or complete one of the following]**

\_\_\_\_\_ All information Proposer submitted to City of Gonzales in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. All financial information Proposer submitted to City of Gonzales in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Proposer and its core Subcontractors and subconsultants.

\_\_\_\_\_ Except as identified on a separate document submitted with Proposer's Proposal entitled "Material Changes to Proposer's Pre-Qualification submittal" all information Proposer submitted to City of Gonzales in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. Except as identified and described in the Material Changes to Proposer's Pre-Qualification submittal, all financial information Proposer submitted to City of Gonzales in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Proposer and its core Subcontractors and subconsultants.

**9. CERTIFICATION REGARDING USE AND OWNERSHIP OF INFORMATION.**

All rights to information developed, disclosed or provided in the undersigned's Proposal and the attendant submissions are the property of City of Gonzales, unless Proposer makes specific reference to data that is considered proprietary. To the extent the undersigned Proposer claims any copyright, patent or other property right in any portion of its Proposal, submission of a Proposal constitutes Proposer's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to City of Gonzales for all such portions, and (b) agreement that City of Gonzales



may use any such intellectual property without charge for any lawful purpose in connection with the Project or other City of Gonzales project, including without limitation to the creation of derivative works and issuance of sublicenses.

**10. CERTIFICATION REGARDING LABOR CODE SECTION 6300.**

Proposer does not have serious or willful violations of Part 1 (commencing with § 6300) of Division 5 of the Labor Code, during the past five-year period or Proposer is taking appropriate corrective action to prevent further violations of Part 1 of Division 5 of the Labor Code;

**11. CERTIFICATION REGARDING HAZARDOUS MATERIALS**

11.1 Proposer hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Proposer's work on the Project.

11.2 Proposer further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

11.3 Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

11.4 Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the City of Gonzales's determination. The costs of any such tests shall be paid by Proposer if the material is found to be New Hazardous Material.

11.5 All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Design Builder's expense at no additional cost to the City of Gonzales.

12. **FALSE CLAIMS ACT CERTIFICATION**

Design Builder certifies under penalty of perjury under the laws of the State of California that any and all applications for payment will represent the true and correct statement of the work performed and the materials and supplies purchased. Design Builder understands that it is a violation of the False Claims Act (Government Code § 12650, et. seq.) to knowingly present or cause to be presented a false claim for payment or approval.

Proposer: \_\_\_\_\_  
[Name of Proposer]

By: \_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Title]

Dated: \_\_\_\_\_

END OF SECTION

**SECTION 00 46 50**

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**NON-COLLUSION DECLARATION**

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**NON-COLLUSION DECLARATION TO BE  
EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

I, \_\_\_\_\_, declare under penalty of perjury that I am the party making the foregoing Proposal, and that the Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and I have not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of my Proposal or that of another Proposer, or sought to fix any overhead, profit, or cost element of the Proposal price, or that of any other Proposer, or to secure any advantage against the public entity awarding the contract or of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that I have not, directly or indirectly, submitted a Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

In order to be considered a responsive Proposer, this declaration must be signed  
by the Proposer and submitted with the Proposal.

Date: \_\_\_\_\_

Proper Name of Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**END OF SECTION**

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SECTION 00 50 00

AGREEMENT

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**CITY OF GONZALES  
GONZALES COMMUNITY CENTER COMPLEX  
GONZALES, CA**

**DESIGN / BUILD AGREEMENT**

THIS DESIGN BUILD AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2023, between the CITY OF GONZALES (“City”), a California City, and \_\_\_\_\_ (“Design-Builder”), [a \_\_\_\_\_ corporation].

**RECITALS**

- A. The City of Gonzales (hereinafter “the City”) wishes to construct a new Gonzales Community Center Complex (“Project” or “Community Center”). The new Project will be located at 5<sup>th</sup> Street, Gonzales, California. The new Community Center Complex will provide a flexible, vibrant facility and hub for the community, supporting Community and social needs of all kinds, with operations and ongoing maintenance enabling independent use of various activity spaces, and minimizing operational costs while increasing benefits to the entire community. The Project will be constructed in two distinct Phases, as delineated in the RFP documents.

The adjacent, parking and public park areas will remain in operation during construction of the new facility. The DBE will ensure adequate protection of the facility and vehicular and pedestrian traffic at all times. The project includes construction of underground utilities to tie into the City’s existing infrastructure, along with pathways and landscaping to tie into the existing site.

- B. Sections 22160-22169 of the California Public Contract Code authorize a City to design and construct the facility on a design-build project delivery basis.
- C. The City issued a Request for Qualification (“RFQ”) on July 30, 2021. A Non-mandatory RFQ Pre-Submission Conference was held on August 21, 2021. Responses were due on September 30, 2021, at 4:00 PM PDT.
- D. The City pre-qualified Three (3) Design Build Entities. The final short list of Design Build Entities was three (3). The finalists were notified on January 14, 2022.
- E. The City issued a Request for Proposal (“RFP”) to the pre-qualified teams on January 15, 2023, with instructions to submit their proposal to the City by April 12, 2023.
- F. The City issued Addenda to the Requests for Proposals. These Addenda are made part of this Agreement and are listed in Exhibit A, Declaration, of Section 00 41 00 (Proposal Form).
- G. Finalists were interviewed on \_\_\_\_ TBD\_\_\_\_\_, 2023.



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- H. Notification of the final selection was made on \_\_\_\_\_TBD\_\_\_\_\_, 2023.
- I. The Design-Builder is \_\_\_\_\_. The Design-Builder has entered into a design contract with \_\_\_\_\_ pursuant to which, as the Architect of Record, \_\_\_\_\_ agreed to perform certain design services required by this Agreement.
- J. The documents included in the City’s Request for Proposal dated XXXX, 2022, are listed in Exhibit “B”. The Contract Documents are provided by the City of Gonzales to establish the scope, level of quality and design intent, and the reporting procedures for the development, construction, and acceptance of the entire Project.
- The Design-Builder shall not make any exceptions to the Stipulated Sums, the Project Milestone Schedule, the program statement, the Design Criteria Documents, or any other requirement described in the Contract Documents. Per the provisions set forth in the Agreement, the City does not accept any provision of the Proposal that is not in conformance with the criteria of the Request for Proposal.
- K. It is the intent of this Agreement that the Design-Builder assumes full responsibility for administering, managing, designing, constructing and commissioning the Project to the performance requirements stated in the RFP.
- L. The City and Design-Builder wish to memorialize the intent of the parties and the terms upon which Design-Builder will undertake the Project.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## **ARTICLE 1 – DEFINITIONS**

Definitions. The definitions below shall have the same meaning throughout all of the Contract Documents.

- 1.1 Act of God: a sudden and unforeseeable event caused by natural forces over which the Design-Builder has little or no control; e.g., windstorms, floods, earthquakes, riots, fires, and lightning strikes. It shall specifically exclude Covid or other pandemic impacts, including but not limited to cost increases due to pipeline supply and labor shortages. Contractor may only be provided additional non-compensable workdays.
- 1.2 Addendum: written or graphic information (including, without limitation, Drawings or Specifications) prepared and issued by the City prior to execution of the Agreement, which modifies or interprets the Pre-Qualification Documents, RFP Documents or Contract Documents.
- 1.3 Agreement: this Design Build Agreement and all subsequent amendments and/or modifications to it. The terms “Agreement” or “Contract” shall refer to this Design Build Agreement.
- 1.4 Applicable Laws: all laws, codes, ordinances, rules and regulations of governmental authorities affecting the Site and the Work, and any and all amendments thereto..
- 1.5 Architect of Record: Design Professional in General Responsible Charge, \_\_\_\_\_, who is licensed in the State of California and employed or contracted by the Design-Builder to design and prepare construction documents for the Project and to provide construction phase services during the Project.
- 1.6 Authorized Representatives: see Article 4, Paragraph 4.1, City’s Representative.
- 1.7 Beneficial Occupancy: City’s occupancy or use of any completed or partially completed portion of the Work. See Article 6, Subparagraph 6.11.3, Beneficial Occupancy.
- 1.8 Best and Final Offer (or, BAFO): an offer submitted by the Design-Builder, after submission of its Proposal, in response to a request by City for the final terms on which the Proposer will enter into the Agreement, if it receives the Award.
- 1.9 Building Inspector: one or more Building Inspector(s), as required, will be assigned to the Work by City, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by permitting agencies.
- 1.10 CEQA/NEPA: the California Environmental Quality Act, located at California Public Resources Code Section 21000 et seq. National Environmental Policy Act, (40 CFR Parts 1500-1508}
- 1.11 Certificate of Compliance: a certificate issued by the Gonzales Fire Department stating that the installation of all life safety materials and equipment is in compliance with building

and life safety codes. Such equipment includes, but is not limited to: Fire Alarm and Fire Sprinklers, rated construction assemblies, fire exits, paths of egress, etc.

- 1.12 Certificate of Final Completion: a certificate prepared by the Design-Builder and forwarded to the City stating that the Design-Builder believes in good faith that the Project is complete, including all punch list items, close-out activities and commissioning, and that the Design-Builder is entitled to Subparagraph 6.11.7, Final Payment, in accordance with the provisions of Subparagraph 6.11.5, Final Completion.
- 1.13 Change Order: a change to the Agreement and/or Contract Documents signed by the Design-Builder and the City authorizing a change in the Work, which may also adjust the Stipulated Sums and/or the Contract Time. The Stipulated Sums and/or Contract Time may be changed only by Change Order.
- 1.14 Change Proposal: a proposal for a Change Order, submitted by the Design-Builder at the request of the City, or by the Design-Builder's own initiative.
- 1.15 Commissioning: a quality assurance process for achieving, validating and documenting that the new facility and its systems are planned, designed, installed, tested and capable of being operable and maintained to perform in conformity with the Design Criteria Documents.
- 1.16 Construction Documents: the drawings and specifications prepared and sealed by the Architect of Record on behalf of the Design-Builder for construction of the Project.
- 1.17 Construction Project Manager: the consultant, Swinerton Management & Consulting, retained by the City to serve as a point of contact in coordinating the City's interests on this Project.
- 1.18 Contract Documents: those documents set forth in this Agreement, Contract Documents, all of which, together with this Agreement, form the entire agreement between the City and the Design-Builder. Any amendments and modifications to the Contract Documents and/or the Design Build Request for Proposal package must be approved by the City prior to incorporation into this Agreement. The Contract Documents include the following:
  - 1.20.1. Modifications documented by Change Order issued after execution of the Agreement;
  - 1.20.2. Exhibit B to this Agreement (to be executed following award);
  - 1.20.3. Design-Builder's Proposal
  - 1.20.4. Division 00 and 01 Specifications (hereinafter, referred to collectively as the "Front End Documents");
  - 1.20.5. Criteria Documents – Basis of Design;
  - 1.20.6. Criteria Documents – Performance Specifications;
  - 1.20.7. Criteria Documents – Design Drawings.
  - 1.20.8. Criteria Documents – Program Summary
- 1.19 Contract Time: see Paragraph 7.1, Contract Time.

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- 1.20 Council: City of Gonzales City Council.
- 1.21 Design Criteria Architect: the architect, Group 4, retained by the City to develop the Design Criteria Documents and define functional, performance and aesthetic characteristics establishing the design intent for the Project.
- 1.22 Design Criteria Documents: The Design Requirements, Specifications, and the Drawings prepared by the City's Design Criteria Architect and incorporated by reference into the Agreement.
- 1.23 Day(s): calendar day(s), unless otherwise specifically designated as a business or working day(s). If a day requiring notice or action falls on a weekend or national or state holiday, then the next non-weekend or non-holiday shall be applicable. Business day(s) are days other than weekend days or national or state holidays.
- 1.24 Design-Build Entity (DBE): \_\_\_\_\_, a \_\_\_\_\_ corporation (License No. \_\_\_\_\_ – Classification B) able to provide appropriately licensed construction contracting, and professional architectural and engineering services required hereunder.
- 1.25 Design-Builder: The Design-Build Entity.
- 1.26 City: City of Gonzales.
- 1.27 City's Project Management Team: all of the City's consultants.
- 1.28 Contractor: The Design-Build Entity.
- 1.29 Final Completion: the point at which the Work has been completed in accordance with the terms and conditions of the Contract Documents.
- 1.30 Float: the amount of time difference between the Design-Builder's scheduled critical path method (CPM) and the Final Completion date as shown in the Project Milestone Schedule, Exhibit E. Float or slack is not for the exclusive use of or benefit of either the City or the Design-Builder, but its use shall be determined solely by the City.
- 1.31 Indemnified Parties: The City and its officers, elective and appointive officials, employees, attorneys, consultants, agents, subcontractors, successors, volunteers, and assigns.
- 1.32 Liquidated Damages: a stipulated sum of money to make the City whole for Design-Builder's failure to complete the Project on time and payable by the Design-Builder to the City in the event the Design-Builder does not achieve the Certificates of Final Completion for the Project as required in the Project Milestone Schedule (Exhibit E), or as adjusted by Change Order, as more fully described in Paragraph 7.7, Liquidated Damages.
- 1.33 Notice to Proceed: the notice given by the City to the Design-Builder stating that the Design-Builder is authorized to commence Work on the Project.

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- 1.34 Project Location: The Project site is located at 5th Street, Gonzales, CA, and all off-site improvements required for compliance with CEQA and any other Work required by the Contract Documents.
- 1.35 Stipulated Sums: are the amount established by the City as total compensation to the Design-Builder for the design and construction of Phases 1 and 2 of the Project.
- 1.36 Substantial Completion: a point in time when (1) the Work or portion of the Work is sufficiently complete in accordance with the Contract Documents so that it can be used for its intended purpose, as evidenced by appropriate certification for occupancy by all agencies having jurisdiction over the project, and (2) the Work or portion of the Work has been demonstrated to perform in accordance with the Design Criteria Documents and RFP performance requirements.
- 1.37 Work: all labor, materials, tools, equipment, and services required to be performed or provided by the Design-Builder pursuant to the provisions of the Contract Documents, as more fully described in Article 3, Design-Builder's Duties and Responsibilities.

**ARTICLE 2 – GENERAL PROVISIONS**

- 2.1 Scope of Work.
  - 2.1.1 The Design-Builder shall be responsible for the performance of all design and construction services, and provide all materials, labor, tools, and equipment necessary to complete the Work described in and inferable from the Contract Documents.
- 2.2 Execution, Correlation and Intent:
  - 2.2.1 The Agreement will not be binding on the City until approved by the City Council.
  - 2.2.2 Execution of the Agreement by Design-Builder is a representation that the Design-Builder understands and accepts the methodology under which the Work is to be performed and the requirements of the Contract Documents.
  - 2.2.3 The intent of the Contract Documents is to include all necessary criteria to establish the scope, quality and performance requirements for completion of the Work by Design-Builder. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Design-Builder shall be required to the extent consistent with and inferable from the Contract Documents.
  - 2.2.4 Organization of the Contract Documents and arrangement of the drawings is not intended to control or guide the division or extent of work.
  - 2.2.5 Unless otherwise stated in the Contract Documents, words and phrases shall be interpreted consistent with construction and design industry standards for General Law Cities.
  - 2.2.6 Work shall be accomplished in a workman-like manner by workers, laborers, or mechanics especially skilled in the class of work required. Any persons that the City may deem incompetent or disorderly shall be promptly removed from the Project by the Design-Builder upon written notice from the City and shall not be reemployed for further work on the Project.
  - 2.2.7 As a minimum, Work shall be in compliance with applicable laws, codes, ordinances and regulations, as amended, including but not limited to Title 24 of the California Code of Regulations. Higher levels of performance, material, and or function, may be required or reasonably inferred from the Contract Documents.
- 2.3 Use of the City's Contract Documents.
  - 2.3.1 The Contract Documents issued by the City are for use solely with respect to this Project. They are not to be used on other Projects, or for additions to this Project without the specific written consent of the City. The Design-Builder is granted

limited license to use and reproduce applicable portions of the Contract Documents for use in the execution of the Work.

**2.4 Conflicts in the Contract Documents.**

2.4.1 The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract Documents, the precedence shall be as follows:

2.4.1.1. Addenda shall govern over other sections of the Contract Documents to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specified.

2.4.1.2. The Agreement shall govern over other Contract Documents except for specific modifications stated in amendments to the Agreement and Addenda.

2.4.1.3. In case of conflict between the Design Criteria Document drawings, Technical Specification Sections 2-33 and the Division 00 and 01 Specifications, the Design-Builder shall obtain written clarification from the City as to the governing document. Such request for clarification shall be submitted on the Request for Clarification (RFC) form provided by the Construction Project Manager.

2.4.1.4. In the case of conflict within the Design Criteria Document drawings, the following shall govern:

2.4.1.4.1 Schedules, when identified as such, shall govern over all other portions of the drawings.

2.4.1.4.2. Specific notes shall govern over all other notes and all other portions of the drawings, except schedules described in the preceding sub clause.

2.4.1.4.3. Larger scale drawings shall govern over smaller scale drawings.

2.4.1.4.4. Figured or numerical dimensions shall govern over dimensions obtained by scaling.

2.4.1.4.5. In the case of other conflict within the drawings, the Design-Builder shall obtain written clarification from the City as to the governing document. Such request for clarification shall be submitted on the Request for Clarification (RFC) form provided by the Construction Project Manager.

2.4.2 The City and Design-Builder acknowledge that the Contract Documents may differ in some respects from other documents included in the Design-Builder's

Technical Proposal upon which Design-Builder based its proposal. The City and Design-Builder agree that the documents that provide the higher quality or performance shall supersede the other inconsistent versions.

2.5 Clarifications and Additional Instructions.

- 2.5.1 Conflicts, omissions, errors, interpretation or clarification, insufficiency of detail or explanation in the Contract Documents relative to the timely or material execution of the Work shall be immediately brought to the attention of the City in writing to request interpretation, clarification, or furnishing of additional detailed instructions. Such questions shall be resolved and instructions to the Design-Builder issued within a reasonable time by the City. The City's decision shall be final and conclusive. Should the Design-Builder proceed with the work before receipt of instructions from the City, the Design-Builder shall make adjustments to conform to the City's instructions and Design-Builder shall be solely responsible for any resultant damage, defect or added cost.
  
- 2.5.2 The City may furnish additional detailed written instructions to explain the work more fully, and such instructions shall become, upon issuance, a part of the Contract Documents requirements. Should additional detailed instructions, in the opinion of the Design-Builder, constitute work in excess of the scope of the Work, the Design-Builder shall submit written notice to the City within ten (10) calendar days following receipt of such instructions, and in any event prior to commencement of the work on that scope of work. After considering the notice, and if justified in the City's judgment, the City will authorize the extra work.



**ARTICLE 3 – DESIGN-BUILDER’S DUTIES AND RESPONSIBILITIES**

3.1. Performance of Work.

3.1.1. Design-Builder shall be responsible for achieving the Occupancy and Final Completion Milestones dates in the Project Milestone Schedule as shown in Exhibit A. The schedule may be modified from time to time pursuant to the provisions of the Contract Documents.

3.2 Design-Builder’s Responsibilities.

3.2.1 Upon receipt of Notices to Proceed, Design-Builder further agrees to design and construct the Project in consideration for the City’s payment of the Stipulated Sums, in the amounts of:

- Phase 1: \$19,300,000
- Phase 2: \$15,800,000

which may be adjusted pursuant to the provisions of this Agreement. The duties and responsibilities include, but are not limited to, the following tasks:

3.2.2 General Responsibilities

3.2.2.1 Use Procore web-based project management system, as stipulated in Section 01 31 20 (Project Management Software) and as provided by the City to track and manage the Project. Project Management Software shall be utilized to facilitate documentation and real-time exchange of Project information including, but not limited to, Requests for Clarification (RFCs), Requests for Information (RFIs), Substitutions, Deviations, Change Orders, Progress Payments, Submittals, Meeting Agendas, Meeting Notes, Design Decisions, Schedule(s), Drawings, etc. Design-Builder shall meet with the City’s Representative(s) to determine specific requirements for the implementation of Project Management Software.

3.2.2.2 Deliver to the City any and all design materials. These materials include, but are not limited to: calculations, preliminary drawings, construction drawings, shop drawings, samples, electronic media data, tenant improvement documents, sketches, illustrations, specifications, descriptions, models, mock-ups, and other information developed, prepared, furnished, or delivered in the prosecution of the design work.

3.2.2.3 Design Phase Responsibilities -The Design Phase includes the preparation of the design and Construction Documents for the Project including, but not limited, to all necessary architectural

design, specialty consultant services, civil engineering, structural engineering, mechanical engineering, plumbing and HVAC design, fire protection system engineering, landscape architecture, electrical engineering, security system design, telecommunications, data and low-voltage signaling design, geotechnical engineering, topographic and boundary surveying, interior design, modular furniture systems & fixtures, furniture & equipment coordination and space planning, and acoustical engineering. The Design Phase shall also include all plan check and permitting activities required for the construction activities.

#### 3.2.2.4. Design Confirmation Phase

- 3.2.2.4.1. Following receipt of a Notice to Proceed, the Design-Builder shall meet at least weekly with City and provide such information as necessary to inform City of the Project design status and obtain City input and approval regarding design issues. The Design-Builder shall be responsible for scheduling and coordinating the participation in these meetings. The Design-Builder shall proceed to develop Design Confirmation documents. These documents shall depict the materials, equipment, design, layout and general coordination of each major building system (i.e.: structural, exterior closure, mechanical, plumbing, electrical, etc.) in sufficient detail to confirm compliance with the Design Criteria Documents.
- 3.2.2.4.2. Conduct value engineering analysis on selected building components to determine best value based on initial cost, life expectancy, cost of operation and maintenance. The value engineering analysis shall be performed concurrent with the Design Confirmation effort.
- 3.2.2.4.3. Prepare and update weekly a “Trend Log” showing changes to the scope of work, including cost impact of changes, in order to manage the project so that the Project Cost will not exceed the Stipulated Sums.
- 3.2.2.4.4. Prepare and update monthly the detailed construction schedule to confirm Project delivery within the stipulated milestones.
- 3.2.2.4.5. Provide services to develop a final space program and prepare plan layouts to reflect the requirements of all project users.
- 3.2.2.4.6. Participate in the Design Confirmation Conference with the City and its consultants within fourteen (14) calendar days of

the Notice to Proceed, prior to the development of the Construction Documents. The Design-Builder shall be responsible for scheduling and coordinating the participation in these meetings. The deliverables are defined in the appropriate sections of the Contract Documents.

### 3.2.3.1. Construction Documents Phase

3.2.3.1.1 Prepare Construction Documents for the entire Project as required in Section 01 11 20 Design Services and Deliverables and in full compliance with all applicable laws, building codes, ordinances, and other requirements by regulatory authorities. The Construction Documents shall at a minimum comply with all applicable California State Building Codes, to include but not be limited to, Title 8 (Industrial Relations), Title 17 (Public Health), and Title 24 (Building Standards); and comply with all requirements of all agencies having jurisdiction over the project. The completed Construction Documents, including all documentation of approval by all agencies having jurisdiction over the project, are to be delivered to the City and shall consist of the following:

Drawings – Provide one reproducible original, and ten (10) printed copies of all approved construction document drawings. Provide one copy of all approved construction document drawings on compact discs (CD) using Computer-Aided Design (CAD) software, using AutoCAD 2010.

Specifications – Provide original and ten (10) printed copies of approved specifications, bound and organized. Provide approved specifications on CDs for all sections for all work applicable to the Project, using a format that complies with the current edition of the Construction Specifications Institute’s “Master Format” as directed by the City and in accordance with the following:

3.2.3.1.1.1. Electronic computer software in Microsoft Word, latest version for Windows.

3.2.3.1.1.2. Where articles, materials, and equipment are identified by brand names, at least two brand names shall be specified, and shall be followed by the words “or equal”. Specifications shall not contain restrictions that will limit competitive bids. Exceptions shall only be as permitted by California Public Contract Code section 3400.

3.2.3.1.1.3. All CDs provided shall be indexed and clearly labeled to indicate files contained thereon and the date

that the CD was produced. All electronic files shall use fonts and formats used by the City and the discs shall be formatted for easy printing.

- 3.2.3.2.2. Upon receipt of the Notice to Proceed, the Design-Builder shall instruct the Architect of Record to commence with the design of the building systems and the preparation of the Construction Documents. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality for General Law Cities.

The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. The Design-Builder shall be responsible to design, prepare construction documents and coordinate all disciplines for the entire Project including, but not limited to: all structural elements, building enclosure, roofing, waterproofing, site work, public right-of-way improvements, new parking lots, hardscape, landscape, utilities, and all building systems.

Responsibilities also include all design coordination necessary for accommodation of interior space construction, modular furniture coordination, finishes, furnishings, fixtures and equipment, and related infrastructure. Refer to paragraph 3.2.4, Construction Phase Responsibilities, for further modular systems furniture workstation requirements. The Project's design shall meet or exceed the design and performance criteria stipulated in the Design Criteria Documents.

- 3.2.3.2.3. The City's review of the Construction Documents shall be conducted within the time allotted in the approved Design-Builder's Baseline Schedule and according to the procedures set forth in Article 7, Schedule. Review meetings between the Design-Builder and the City to review the construction document packages shall be scheduled and held so as not to delay the Work. Such review shall not relieve the Design-Builder from its responsibilities under the Agreement. Such review shall not be deemed an approval or waiver by the City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted by the Design-Builder and approved in writing by the City.

- 3.2.3.2.4. The parties acknowledge that inherent in a Design/Build concept, Criteria or otherwise, the production and review of

construction documents may be a continuing process with portions thereof completed at different times. During Project start-up, the Design-Builder, in coordination with the City, will determine the number of design packages and stipulate the number in the Design-Builder's Project Management Plan. The Design-Builder's Baseline Schedule shall indicate the times for the City to review the completion of each such portion of the construction documents and the time for review of same. The minimum review time for major milestone submittals shall not be less than ten (10) working days.

3.2.3.2.5. The Design-Builder shall submit completed packages of the construction documents, in the quantities required by the City, to all applicable authorities having jurisdiction (including but not limited to the City of Gonzales Building Department), at the times indicated on the Design-Builder's Baseline Schedule.

3.2.3.2.6. The construction documents for hazardous material abatement efforts shall be of sufficient clarity and detail and shall be submitted to the City and other applicable authorities having jurisdiction for review.

### 3.2.3.3. Ownership of Design Materials

3.2.3.3.1. All materials and documents developed in the performance of this Agreement are the property of the City. The City shall have unlimited rights, for the benefit of the City, in all drawings, designs, specifications, notes, and other work developed in the performance of this Agreement, including the right to use same on any other City project at no additional cost to the City.

Design-Builder agrees to and does grant to the City a royalty-free license to all such data that Design-Builder may cover by copyright and to all designs as to which Design-Builder may assert any rights or establish any claim under United States patent or copyright laws. The Design-Builder for a period of three (3) years after completion of the Project agrees to furnish and to provide access to the originals or copies of all such materials upon the request of the City.

The City agrees to make no demand on Design-Builder and indemnifies the Design-Builder for any damages caused by the City's use of such materials for any other City project that is not the subject of an agreement between the City and Design-Builder for such use.

3.2.3.3.2. The Design-Builder shall perform the work required under this Agreement with Computer-Aided Design (CAD) software,

using the latest version of Revit, and shall deliver to the City the CDs containing the electronic files of all approved Construction Document drawings, in both Revit and most recent AutoCAD format as well as PDF format. The format of electronic documents delivered to the City will be determined in conjunction with the City in order to facilitate retrieval of information.

3.2.3.3.3. The City does not assume any obligation to retain the Design-Builder's services or pay Design-Builder royalties of any type as to future programs.

#### 3.2.3.4. Material Design Errors

The Design-Builder shall be solely responsible for all design errors, including, but not limited to: errors, inconsistencies or omissions in the Construction Documents, and errors, omissions and inconsistencies that do not conform to the standards established in the Contract Documents and the Design Criteria Documents. The Design-Builder shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to the Design-Builder from the Contract Documents and the Design Criteria Documents before commencing Design activities.

#### 3.2.4 Construction Phase Responsibilities

The Design-Builder shall provide all labor, materials, equipment, temporary utility services and facilities necessary to construct the entire Project as required by the Contract Documents, including, but not limited to:

3.2.4.1 Prepare an existing conditions survey of all surrounding and adjacent properties, including streets and observable and recorded utilities, prior to the start of construction. The survey shall professionally document existing conditions of surrounding and adjacent properties using a professional video/filming service hired by the Design-Builder and approved by the City prior to the start of work. Video shall be in a digital format transferable onto a writable CD or transferable by electronic mail and contain detailed audio documentary describing property, location and existing conditions in areas of view. Design-Builder will endeavor to gain access to non-City owned properties as necessary. Design-Builder shall submit three (3) copies of the CD to the City ten (10) days prior to the start of construction.

3.2.4.2 The Design-Builder shall provide modular buildings for use as a Project Field Office for both the Design-Builder and the City's Project Management Team. The field office shall be available and fully operational for the City's Project Management Team no later than forty-five (45) calendar days after the date of execution of this Agreement, or

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by a date agreed to by the City, and shall be vacated in an “as found” condition within sixty (60) days after Final Completion.

The Design-Builder shall design, construct, and maintain all necessary improvements to operate the Project Field Office for the entire duration of the Project. The Design-Builder shall construct and install all improvements to current Code requirements. The size, configuration, and location of the Project Field Office must be approved in writing in advance by the City.

All costs such as tenant improvements, furniture, furnishings, equipment, utilities, express mail, janitorial services, and other services and amenities as listed in this Article shall be paid for by the Design-Builder. All costs are to be included as part of the stipulated Sums, including, but not limited to: modular building leasing and installation; furniture, furnishings and equipment; utilities (including, but not limited to: water, power, sewer, high speed internet, phone and fax lines); express mail, document reproduction, drinking water, and janitorial services.

Office furniture, furnishings, equipment and other items required by the City shall include costs for maintenance agreements, repairs and/or replacement, including owner-furnished items.

The City's Project Management Team will be located in the same facility as the Design-Builder; however, the City's space must be segregated from the Design-Builder's space. The Project Field Office for the Design-Builder and City's Project Management Team shall be secured, alarmed and monitored to detect entry Section 01 52 00 (Construction Facilities) further delineates the field office requirements for the City's Project Management Team.

3.2.4.3 All portions of the construction Work awarded by the Design-Builder to a subcontractor not listed in the Design-Builder's proposal shall be awarded by the Design-Builder in conformity with the requirements of the California Public Contract Code. All subcontractors bidding on work to be awarded by the Design-Builder shall be afforded the protections contained in Division 1, Part 1, Chapter 4 of the California Public Contract Code Section 4100 et seq. The Design-Builder shall provide public notice of the availability of work to be subcontracted in accordance with state law applicable to the competitive bidding process and provide a fixed date and time on which the subcontracted work will be awarded. Any subcontractor awarded a subcontract for this Project in this manner is then afforded the protections as set forth in California Public Contract Code Section 4107.

3.2.4.4 If a discovery is made of items of archaeological interest on site during excavation activities, the Design-Builder shall immediately cease excavation in the area of discovery and shall not continue until directed by

the City. Design-Builder shall cooperate with and provide access to the City and any City consultant designated to review and make recommendations concerning archeological matters.

- 3.2.4.5 Design-Builder shall schedule and coordinate partnering sessions to be held every four (4) months during the Project. The Design-Builder shall include representation from the professional entities preparing the Construction Documents and the designated subcontractors as appropriate. City attendees will include representatives from the Project Working Group, Public Works Department, Design Criteria Architect, and Construction Project Management consultants. The Design-Builder may invite representatives from other authorities having jurisdiction over the Project.

These Partnering Sessions shall include the following:

- 3.2.4.5.1. A Project Kick-off Partnering Session immediately following the Notice to Proceed.

- 3.2.4.5.2. A Project Close-out Partnering Session held at approximately 60% construction completion to address occupancy, punch list, commissioning and close-out activities.

These Partnering Sessions will be a series of professionally facilitated off-site meetings involving the representatives of the Project team for the purposes of team building and problem solving. The Design-Builder shall budget the cost of the partnering sessions within the Stipulated Sums. The Design-Builder and the City shall agree on the selection of the partnering facilitator and attendees of no more than twenty-five (25) people.

- 3.2.4.6 The Design-Builder shall prepare space plans showing all free-standing Furniture, Fixtures, and Equipment (FF&E) and modular systems furniture (MSF) workstations for the Project. Design-Builder shall conduct furniture inventories of existing furniture and, in consultation with the City, shall indicate the re-use and placement of such existing furniture in the space plans.

The Design-Builder shall coordinate with the City's staff and stakeholders to confirm dimensions, details, materials and other pertinent information, and coordinate the design, procurement, and installation process with the City's staff and stakeholders. The Design-Builder will prepare fully dimensioned floor plans including clear dimension requirements, furniture, fixture, and equipment requirements including work surfaces, storage units, computer related components and other accessories.

The Design-Builder shall prepare installation drawings, which will be reviewed and approved by the City for conformance to the space plan drawings. Upon installation of the furniture, fixture, and equipment,



Design-Builder shall install and connect the necessary telecommunications cable within the MSF workstations, and connect the electrical power to the MSF workstations as required.

3.2.4.7 The Design-Builder will assist the City in planning and implementing a coordinated Move-In and Occupancy Plan that will include a Move-In Schedule indicating the critical activities for relocation of all personnel that will occupy the Project. The plan will be developed by the City, in conjunction with the City's consultants, moving companies, furniture vendor/installer, telecommunication companies and others. The Move Schedule will include at a minimum:

- (1) mobilization;
- (2) move management;
- (3) pre-move activities including MIS/Telecommunications pre-installation and testing activities;
- (4) move-in dates including building protection; and
- (5) post move-in activities (i.e. punch-list coordination and follow-up).

Design-Builder shall provide all labor necessary to assist the City during the relocation process, including elevator operators, electricians, plumbers, furniture installer/vendors, temporary protection of finishes, etc.

3.2.4.8 The Design-Builder shall secure the services of a professional photographer who is skilled and experienced in construction photography and whose work samples are acceptable to the City. The Design-Builder shall submit digital copies of color photographs of the building and project site, and shall be comprehensive and sufficient to document all major components of the project. Design-Builder shall not replace the photographer without the City's approval. The Design-Builder shall require the photographer to retain the digital copies for at least four (4) years following Date of Substantial Completion.

Except as otherwise specifically approved by the City, Design-Builder will prepare and submit the photographs monthly from groundbreaking through Project completion, within three (3) calendar days of the date of the Design-Builder's application for progress payment. To the maximum extent practicable, Design-Builder will make photographs at approximately the same time of day throughout the progress of the work. When inclement weather is anticipated, Design-Builder will consult with the City to determine acceptable alternative arrangements.

Design-Builder will identify each location by word description, by marked drawing, or by such other means as acceptable to the City, to enable future photographs to be taken from the same position. When so directed by the City, because of the stage of construction, Design-Builder will change one or more of the locations to new locations inside or outside the buildings. Design-Builder will make each photograph clear, in focus, with

high resolution and sharpness, and with minimum distortion. Design-Builder will provide a live webcam, compatible with and viewable from the City website. The cost of this webcam shall be included in the Stipulated Sums.

**3.3 Standards of Performance.**

The Work on the Project shall be performed in accordance with the professional standards and quality of care applicable to Projects, buildings or work of similar size, complexity, quality and scope constructed within a similar California environment.

3.3.1 The Design-Builder shall assign \_\_\_\_\_ to be the Project Manager. The Design-Builder shall make assignments of consultants and subcontractors as detailed in the approved staffing plan, attached hereto and incorporated herein as Exhibit “E”.

The Design-Builder may make additions or substitutions to personnel and responsibilities provided they are suitably qualified and approved in advance by the City. In the event that personnel assigned by the Design-Builder fail to meet the professional standards required, are persistently uncooperative or violate any provision of the Contract Documents Design-Builder shall substitute such personnel upon City’s request. Once notice of such request has been received, the Design-Builder shall have twenty (20) business days to substitute such other personnel as approved by the City.

3.3.2 The Design-Builder shall employ full-time, competent on-site Project management, including but not limited to the Project Manager or superintendent(s), who shall be in attendance at the Project Site during the construction of the Project. The Project Manager shall represent the Design-Builder and communications given to and by the Project Manager shall be as binding as if given directly to and by the Design-Builder. The Design-Builder shall confirm all communications in writing.

3.3.3 At any time when the Project Manager is absent from the Project Site, either when work is being performed or when no work is being performed, the Project Manager, or his or her designated representative acceptable to the City, shall be readily reachable and available for consultation at the Project Site at any time.

**3.4 Applicable Laws and Codes.**

The Design-Builder shall comply with all applicable laws, codes, and ordinances and shall give notices as applicable. Design-Builder shall prepare and file all documents required to obtain the necessary approvals of governmental authorities having jurisdiction over the work and shall secure and pay as part of the Stipulated Sums, for all plan check and permits fees, licenses and inspections required, including any fees charged by permitting agencies. Notwithstanding the foregoing, the Building Inspector and the third-party special inspection and materials testing laboratory services will be paid for by the City.

- 3.4.1 For both Phases 1 and 2, the Design-Builder shall comply with the current adopted edition of the California Building Code (“CBC”), including any updates up to the date the Design-Builder submits the Project to permitting agencies for plan check. Whenever the Contract Documents require higher standards than the minimum required by applicable laws, the Contract Documents shall take priority. To the extent there is a change in one or more applicable laws after the Design-Builder has submitted the Project for plan check, and such change has the effect of increasing the cost or time of performance of the Work, then such change may be the subject of a Change Order. Nothing in the Contract Documents shall be construed to permit work not conforming to applicable laws.
- 3.4.2 Design-Builder shall submit for review to the City and to other authorities having jurisdiction required calculations and other materials demonstrating the energy use and the life-cycle costs of proposed systems and sustainability as required by the California Building Code (“CBC”). The Design-Builder shall demonstrate that all building systems and equipment are selected on life-cycle costs analyses.
- 3.4.3 No Work shall be carried on except with the knowledge and under the inspection of the Building Inspector(s). The Building Inspector(s) shall have free access to any or all parts of Work at any time. Design-Builder shall furnish Building Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Building Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Design-Builder from an obligation to fulfill this Agreement. Building Inspector(s) and permitting agencies are authorized to suspend work whenever the Design-Builder and/or its subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Building Inspector(s) and/or permitting agencies shall be without liability to the City. Design-Builder shall instruct its subcontractors and employees accordingly.
- 3.5 Permits, Fees and Notices.
- 3.5.1 Unless otherwise provided in the Contract Documents, the Design-Builder shall be responsible for required permits, governmental fees, licenses, registrations, inspections, approvals, notices and actions necessary to complete the Work and to prepare all documents customarily required for regulatory agency approvals, including permitting agencies. Design-Builder shall be responsible for the cost of any permit necessary and such cost shall be included in the Stipulated Sums. Design-Builder shall be responsible for the cost of all other permits, fees and licenses required for the proper execution and completion of the Work and such appropriate costs shall be included in the Stipulated Sums.
- 3.5.2 Design-Builder shall promptly notify the City, in writing, of variances observed between the Contract Documents and applicable laws. If no notice is provided to the City, the Design-Builder shall bear responsibility for any costs for work performed known to be contrary to applicable laws.

- 3.5.3 Design-Builder is subject to all laws, rules, or regulations pertaining to building permits or regulating the design or construction of buildings upon City property and shall be solely responsible for meeting these requirements.
- 3.5.4 Design-Builder shall pay any site de-watering fees and will cooperate with the City in any reasonable measure to limit the quantity of de-watering.
- 3.5.5 Design-Builder shall assume responsibility for all utility assessments and connection fees levied by all utility service providers. In addition, Design-Builder shall coordinate all applications with the City to ensure the lowest cost, including utilizing any special rate structures available to the City.

### 3.6 Use of Project Site.

- 3.6.1 Design-Builder shall confine operations at the Project Site to areas permitted by law, ordinances, permits, and the Contract Documents.
- 3.6.2 Design-Builder shall perform no operations of any nature on or beyond the limits of the Work or premises, except as such operations are authorized in the Contract Documents or authorized by the City.
- 3.6.3 Design-Builder shall provide and maintain a temporary construction fence and suitable temporary barriers to prevent public entry; protect the work and existing facilities, persons, trees and plants from damage or injury from construction operations, or trespassers. Temporary barriers shall be maintained in a structurally sound condition and neat appearance.
- 3.6.4 Should regulatory requirements necessitate construction of temporary barriers, barricades, or pedestrian walkways not indicated or specified, Design-Builder shall construct such barriers at no increase to the Stipulated Sums. If required, Design-Builder will paint such items in a color selected by the City.

### 3.7 Cutting and Patching

- 3.7.1 Design-Builder shall be responsible for all cutting, fitting or patching required to complete the Work, and comply with the requirements of Section 01 73 29 (Cutting and Patching).
- 3.7.2 Design-Builder shall not damage or endanger the existing property or facilities, including but not limited to utilities, by cutting, patching or otherwise altering the construction, and shall not cut nor otherwise alter the construction without prior written consent of City.

### 3.8 Cleaning

- 3.8.1 Design-Builder shall keep the Project Site safe and surrounding areas free from waste materials and/or rubbish caused by operations under the Agreement and

at other times when directed by the City. At all times while finish work is in progress, floors shall be kept clean, free of dust, construction debris and trash. Prior to issuance of the Certificate of Final Completion, Design-Builder shall remove from the Project Site the Design-Builder's tools, construction equipment, machinery, and any waste materials not previously disposed of, leaving the Project site thoroughly clean, and ready for the City's final inspection, complying with the requirements of Section 01 77 00 (Cleaning and Closeout Procedures).

- 3.8.2 If Design-Builder fails to clean up as provided in the Contract Documents, the City may do so and the cost thereof deducted from the final payment due to Design-Builder.

### 3.9 Site Availability.

- 3.9.1 The City shall turn over the Site to the Design-Builder as described in the Notice to Proceed and as further described in EXHIBIT A – PROJECT MILESTONE SCHEDULE, at which time the Design-Builder shall be obligated to take control and responsibility. The Design-Builder shall provide the City, Construction Project Manager and other City consultants with continuous access to the Site.
- 3.9.2 Temporary parking facilities shall meet all applicable regulatory requirements applicable to design and construction. Design-Builder shall be responsible for all permits, design, and construction required including, but not limited to lighting, access, signage, handicap accessibility, and maintenance. At the end of the Project, all temporary parking and utilities shall be removed, and those areas of the Project Site restored to its previous condition.

### 3.10 Site Conditions.

- 3.10.1 The Design-Builder represents that it has taken the necessary steps to ascertain the nature, location and extent of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work, such as:
- (a) conditions bearing on transportation, disposal, handling and storage of materials;
  - (b) the availability of labor, water, power and roads;
  - (c) normal weather conditions;
  - (d) physical conditions at the Site;
  - (e) the conditions of the ground; and
  - (f) the character of equipment and facilities needed prior to and during the performance of the Work.
- 3.10.2 To the extent the Design-Builder encounters subsurface conditions or hazardous materials which differ materially from that actually known by the Design-Builder, or from those ordinarily known to exist or could have been reasonably discovered within the time permitted during the Request for Proposals, or generally recog-

nized as inherent in the area, then notice by the Design-Builder shall be immediately given to the City, before conditions are disturbed, and in no event later than two (2) business days after the first observance of the conditions. If such conditions could not have been reasonably identified by Design-Builder's site investigations and available existing data, and the Design-Builder incurs significant additional costs or delays as a result of such concealed conditions, such conditions may be the subject of a Change Proposal.

Should any existing utilities or services be disturbed, disconnected or damaged during construction, the Design-Builder shall be responsible, at no additional cost or time to the City, for all expenses and consequential damages of whatever nature arising from such disturbance or the replacement or repair thereof and shall repair such items as required to maintain continuing service, including emergency repairs.

- 3.10.3 The Design-Builder is responsible for foreseeable site conditions and hazardous materials to the extent described in the Contract Documents and/or could be reasonably inferred by Design-Builder based on its experience and expertise on similar Projects in similar areas.

3.11 Hazardous Materials.

The Design-Builder agrees that it is solely responsible for investigating and performing remedial actions on all hazardous materials and other related environmental requirements located on the Project site. Design-Builder shall comply with the requirements of Section 01 88 20 (Miscellaneous Facility Decommissioning Procedures Requirements).

Any hazardous materials that are encountered beyond those described in the Contract Documents or Proposal Requirements, or which reasonably could not have been discovered by the Design-Builder before submitting its Proposal, may properly be the subject of a Change Proposal. The City agrees that the Design-Builder cannot be considered a hazardous materials generator of any such materials in existence on the Site at the time it is given possession of the Site.

- 3.11.1 "Hazardous materials" means any substance, the presence of which requires investigation or remediation under any federal, state or local law, statute, regulation, ordinance, order, action, policy or common law; which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitations, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. ("RCRA"); which is petroleum, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons; which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or

otherwise hazardous and is or becomes regulated by any regulatory agency or instrumentality or the City; the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; the presence of which on adjacent properties could constitute a trespass by the Design-Builder or the City; or as defined in the California Health and Safety Code.

- 3.11.2 "Environmental Requirements" means all applicable laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all governmental agencies or other instrumentality's of the State of California and United States and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: all requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of hazardous materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials; and all requirements pertaining to the protection of the health and safety of employees or the public.
- 3.11.3 The indemnification provision of the Agreement, Paragraph 12.2 Indemnification, is applicable to this paragraph in its entirety.
- 3.12 Shop Drawings, Product Data, Samples, Materials, and Equipment.
  - 3.12.1 Shop drawings means drawings, submitted to Design-Builder by, subcontractors, manufacturers, supplier or distributors showing in detail the proposed fabrication and assembly of building elements and the installation (i.e., form, fit, and attachment details) of materials or equipment.
  - 3.12.2 Design-Builder shall coordinate all submittals and review them for accuracy, completeness, and compliance with the requirements of the Contract Documents and the Design-Builder's construction documents, and shall indicate its approval thereon as evidence of such coordination and review.
  - 3.12.3 Materials and equipment incorporated in the Work shall match the approved samples within tolerances appropriate to the items, and as may be described in the Contract Documents.
  - 3.15.4 Prior to placement of material orders or start of component fabrication, the Design-Builder shall submit to the City all shop drawings approved by the Architect of Record and samples of submittals that relate to finish materials and products.
  - 3.12.5 Wherever the name or brand of manufacturer or an article is listed in the Contract Documents, it is to be used in the Work as the standard. Any variation in quality must be approved by the City.

3.13 Field Engineering.

3.13.1 The Design-Builder shall retain and pay expenses of a qualified civil engineer or land surveyor to establish on the Site the required reference points and bench marks, establish building lines and elevations, check for building framing, plumbness, and establish on building frame the required basic grid lines. The engineer or land surveyor shall be licensed in the State of California. Design-Builder shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed.

3.13.2 The Design-Builder shall locate and protect control points prior to starting Work on the Project site and preserve permanent reference points during construction, and shall require the engineer or surveyor to replace control points which become lost or destroyed.

3.13.3 Design-Builder shall follow best practices, including but not limited to pot holing to avoid utilities. City shall not be liable for any claim for allowances because of Design-Builder's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

3.13.4 Design-Builder shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of City. Design-Builder shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of City and with City's approval.

3.14 Geotechnical Data and Existing Site Conditions.

3.14.1 The City has provided the Design-Builder with preliminary geotechnical data and site conditions, Title Reports, etc. that are included in the Reference Documents section of the Request for Proposals. These Reference Documents are provided "for information only". Design-Builder shall be responsible to verify the accuracy of the information provided and, at its cost, obtain any additional measurements, verifications, or supplemental geotechnical report or land survey required to perform their work.

3.14.2 Design-Builder shall verify the location and depth (elevation) of all existing utilities and services before performing any excavation work and provide a drawing that documents these verified conditions as part of their Construction Documents.

3.14.3 The Design-Builder shall obtain, and pay for, the services of geotechnical engineers licensed in the State of California and other consultants to provide services deemed necessary by the Design-Builder. Such services may include reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, and other necessary



operations for determining subsoil, air and water conditions, with reports and appropriate professional interpretations and recommendations thereof.

3.14.4 By executing this Agreement, Design-Builder agrees that City has responded to and resolved any conflict, error or ambiguity in the Existing Conditions data and Contract Documents that Design-Builder has brought to City's attention. During performance of the Agreement, Design-Builder will be charged with knowledge of all information that it should have learned in performing its required pre-construction services and pre-construction investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Design-Builder should have known as a part of this Work. Design-Builder shall be responsible for the resultant losses, including, without limitation, the cost of correcting defective work.

### 3.15 Meetings and Reports.

3.15.1 Prior to commencement of the Work, the Design-Builder shall attend a Project Kick-off meeting, at a time and a place selected by the City's Representative, to discuss procedures to be followed during the course of the work. Design-Builder shall follow the procedures as set forth by the City's Representative and as provided in the Design-Builder's procedure manual to be supplied at the Kick-off conference. The purpose of the meeting will be to introduce the City's key personnel and to review the contract provisions and any other items pertaining to the Project.

3.15.2 Once a week, or at such interval as mutually agreed to by the parties, the City's Representative will meet with the Design-Builder to review the overall Project progress, the status of the design and/or construction, and to discuss any problems that may arise. Design-Builder and its Architect shall attend all progress meetings. Subconsultants, subcontractors and vendor representatives shall attend the progress meetings as appropriate to the particular stage of the work.

3.15.3 Each month the Design-Builder shall attend a payment meeting with the City's Representative to agree on the percentage of the work completed during the current month to establish an amount to be requested in the Application for Payment.

3.15.4 The Design-Builder shall prepare and submit to the City, during design completion, the construction document phase, and the construction phase, monthly reports on the Work accomplished during the prior monthly period. Such reports shall be prepared in a manner and in a format approved by the City. Six (6) bound copies of the Reports shall be furnished at the time of submission of each monthly application for payment. In addition, Design-Builder shall post electronic copies of the Report on the Project Management Software System (see Section 01 31 20 Project Management Software). The monthly report shall also set forth the Design-Builder's projected progress for the forthcoming month.

3.15.5 Thirty (30) days prior to the estimated final completion, the Design-Builder shall hold a meeting to review maintenance manuals, guarantees, warranties, close-out submittals, bonds, and service contracts for materials and equipment. Design-Builder shall also implement repair and replacement of defective items, and extend service and maintenance contracts as desired by the City.

3.16 Other Reports.

3.16.1 The Design-Builder will cooperate with the City, and as may be requested, assist in preparing periodic Project reports required by the City Council, the City's Citizens' Bond Oversight Committee, or other City committees or boards.

3.17 Notices of Labor Disputes.

3.17.1 If Design-Builder has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work, Design-Builder shall immediately give notice including all relevant information to the City. Design-Builder shall refer to the Project Labor Agreement for additional requirements.

3.17.2 Design-Builder agrees to insert the substance of this Article including this Clause in any subcontract to which a labor dispute may delay the timely performance of the Work, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay, by any actual, or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or Design-Builder, as the case may be, of all relevant information concerning the dispute.

3.18 Guarantee.

3.18.1 The Design-Builder unconditionally guarantees the building systems and equipment, including but not limited to the fire and life safety systems and equipment, were installed and will work in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of two (2) years from the date of Final Completion. For such equipment or building components started in operation prior to Final Completion, the Design-Builder's guarantee shall, be in force for two (2) full years after Final Completion is declared by the City notwithstanding the components operation began prior to the City's declaration of Final Completion.

The Design-Builder shall repair or replace any and all guaranteed building systems and equipment, including but not limited to the specialty equipment, fire and life safety systems and equipment, together with any adjacent work that may have been damaged or displaced by the guaranteed systems or equipment, that may be defective in its workmanship or material or becomes inoperable within the guarantee period specified in the Contract Documents, without any expense whatsoever to the City; ordinary wear and tear excepted.

- 3.18.2 The Design-Builder further agrees, within seven (7) days after being notified in writing by the City, of any work not in accordance with the requirements of the Contract Documents or any defects in the Work, that the Design-Builder shall commence and execute, with due diligence, all work necessary to fulfill the terms of the guarantee. If the City finds that the Design-Builder fails to perform any of the work under the guarantee, the City will proceed to have the work completed at the Design-Builder's expense and the Design-Builder will pay costs of the work upon demand. The City will be entitled to all costs, including reasonable attorney's fees necessarily incurred upon the Design-Builder's refusal to pay the above costs.
- 3.18.3 Notwithstanding the foregoing subparagraph, in the event of an emergency constituting an immediate danger to health or safety of City employees, property, or invitees, the City may undertake, at the Design-Builder's expense and without prior notice, all work necessary to correct such hazardous condition(s) when it is caused by work of the Design-Builder not being in accordance with the requirements of the Contract Documents.
- 3.19 Warranty.
- 3.19.1 The Design-Builder warrants, for a period of two (2) years from the date of Final Completion of Phases 1 and 2, to the City that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranty excludes improper operation, or normal wear and tear under normal usage under the control of the City.
- 3.20 Patents, Trademarks, and Copyrights.
- 3.20.1 The Design-Builder shall pay, as part of the Stipulated Sums, all applicable royalties and license fees on any and all matters arising in connection with the Work. The Design-Builder shall defend the City for all suits or claims for infringement of patent, trademark, and copyrights against the City, and shall indemnify, defend, and hold harmless the indemnified parties from any claims, causes of action, losses, or costs related to any and all matters arising in connection with Work on the Project (such costs to be paid as part of the Stipulated Sums), except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified or required by the City, other than pursuant to the recommendation or suggestion of the Design-Builder; provided, however, if the Design-Builder has reason to believe that the design, process, or product so specified is an infringement of a patent, the Design-Builder shall be responsible for any loss resulting unless the Design-Builder has provided the City with prompt written notice of the Design-Builder's belief, and the City has nevertheless elected to go forward with such design, process, or product so specified.

3.21 Taxes.

3.21.1 The Design-Builder shall pay all applicable taxes for the Work, or portions thereof provided by the Design-Builder, which were legally enacted as of thirty (30) days prior to the submission of the Design-Builder's Request for Proposal, whether or not yet effective or merely scheduled to go into effect. Any federal, state, or local taxes payable on any materials, labor or any other thing to be furnished by Design-Builder under the Contract Documents and in effect thirty (30) days prior to the submission of the Design-Builder's Request for Proposal shall be included in the Stipulated Sums and paid by Design-Builder.

3.22 Tests and Inspections.

3.22.1 The Design-Builder shall be responsible for providing a Quality Assurance Manager assigned to the Project, The Quality Assurance Manager shall be subject to approval by the City. The Design-Builder shall provide the City with the detailed qualifications of the Quality Assurance Manager, including but not limited to, a description of previous relevant project experience, and all training, licensing and certifications.

The Design-Builder shall be responsible for requesting and scheduling all tests and inspections necessary to ensure the quality of the Work is in accordance with the terms of the Contract Documents, including Section 01 45 00 (Quality Control) and Section 01 45 23 (Testing and Inspection). The Design-Builder shall at all times permit the City and its agents, inspectors, officers, and employees' access to the Project Site and inspect the Work and such other locations where the Work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. When the Contract Documents require a portion of the work to be tested, such portion of work shall not be covered up until inspected and approved. The Design-Builder shall be solely responsible for notifying the City and the Building Inspector where and when the work is ready for inspection and testing at least forty-eight (48) hours in advance of the commencement and completion of construction of each and every aspect of the Work. The City shall provide inspectors to review and verify compliance of the Design-Builder's quality control and assurance teams with the contract documents.

Should any work be covered without the required testing or witnessed by the City, such work shall be uncovered at the Design-Builder's expense. Whenever the Design-Builder intends to perform work on Saturday, Sunday, or a legal holiday, the Design-Builder shall give written notice to the City of such intention at least forty-eight (48) hours prior to performing the work, so that the City may make necessary arrangements.

3.22.2 If the City determines that portions of the Work require additional testing or inspection that is not included in the Contract Documents, the City will instruct the Design-Builder, in writing, to make arrangements for additional testing or inspection by an entity acceptable to the City, and the Design-Builder shall give

forty eight (48) hours written notice to the City of where and when tests and inspections will be conducted so that the City may observe the procedures. The City will bear the costs except as provided in Subparagraph 3.22.1.

- 3.22.3 If procedures for testing, inspection or approval under Subparagraphs 3.22.1, 3.22.2 and 3.22.3 reveal failure of a portion(s) of the work to comply with the Contract Documents, the Design-Builder shall bear all costs and time made necessary by such failure(s) including those of repeated procedures and compensation for the City's services and expenses. The Design-Builder shall notify the City in writing within 24 hours of any test conducted by the independent testing agency that reveals work failing to comply with the Construction Documents. Inspection of Work shall not relieve Design-Builder from an obligation to fulfill this Agreement. Building Inspector(s) and permitting agencies are authorized to suspend work whenever the Design-Builder and/or its subcontractor(s) are not complying with the Construction Documents. Any work suspension by the Building Inspector(s) and/or any agencies having jurisdiction over the project shall be without liability to the City.
- 3.22.4 Required certificates of testing and inspection shall, unless otherwise required by the Contract Documents, be secured by the Design-Builder and delivered to the City within seven (7) days after each test.
- 3.22.5 Provide qualified on-site personnel to review and record daily construction activities, including subcontract activities, to determine adequacy of work and compliance with the approved plans and specifications. Provide written daily reports including, but not limited to: Project title, date of work, contract day, weather and conditions (temperature, wind, humidity, etc.), a description of the work in progress by corresponding schedule activity number(s), name of each subcontractor on site and work being performed, location of each trade on the Project site, total daily workforce per trade (including the Design-Builder's work force), material deliveries and quantities, equipment deliveries, potential delays and delays encountered, orders of instruction, unsatisfactory work, tests performed, safety concerns, visitors, and any other issues to document work performed and areas of concern.

Daily reports shall be signed by the Design-Builders' Quality Assurance Manager and Project Manager and submitted to the Construction Project Manager no later than 12:00 p.m. following the day work was performed. The Design-Builder shall separately provide written reports to the Construction Project Manager of any noted deficiencies in the installed work and corrective measures taken, and test reports of work being installed.

3.23 Air Pollution.

3.23.1 The Design-Builder and each subcontractor shall comply with all State, City and/or local air pollution control rules, regulations, ordinances, and statutes that apply to any work performed under the Agreement. If there is a conflict between the State, City and local air pollution control rules, regulations, ordinances and statutes, the most stringent shall govern.

3.24 Unfair Business Practices.

The Design-Builder agrees, and will require all of the Design-Builder's contractors and subcontractors and suppliers to agree, to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15), or under the Cartwright Act (commencing with Section 16700 of the Business and Professions Code), arising from the purchase of goods, services or materials, pursuant to the Contract Documents or any subcontract there under. An assignment made by the Design-Builder, and all additional assignments made by subcontractors and suppliers, shall be deemed to have been made and will become effective at the time the City tenders Final Payment to the Design-Builder, without further acknowledgment of the parties.

**ARTICLE 4 – CITY’S DUTIES AND RESPONSIBILITIES**

4.1 City’s Representative.

- 4.1.1 The City designates the Construction Project Manager to act on the City’s behalf with respect to the Project. Functions for which this Agreement provides to be performed by the City may be delegated by the City only by written notice to the Design-Builder from the City.

Design-Builder shall not be entitled to rely on directions (nor shall it be required to follow the directions) from anyone outside the scope of that person’s authority.

4.2 Communication with the Design-Builder.

- 4.2.1 During the term of this Agreement, the City shall communicate with the Design-Builder, subcontractors, suppliers, and others performing any part of the Work only through the Design-Builder’s Authorized Representatives, as may be amended, subject to any approvals required by the City as described in the Contract Documents.

4.3 City’s Consent.

- 4.3.1 Whenever the City’s consent, review, satisfaction, or determination shall be required or permitted under the Contract Documents with respect to the Design-Builder’s performance of the Work, and this Agreement does not expressly state that the City may act in its sole discretion, such consent, review, satisfaction or determination shall not be unreasonably withheld.

The City shall cooperate fully with the Design-Builder and shall furnish decisions, information, and/or reviews required by this Agreement in a timely manner so as not to delay the Work, provided that the City shall have no less time for review than set forth in the Project Baseline Schedule as developed by the Design-Builder and accepted by the City.

4.4 City Review of Design Materials.

- 4.4.1 The Design-Builder shall be entitled to proceed with all or a part of the construction phase of the Project upon the City’s review of the design and construction documents, and any subsequent submittals or shop drawings, for conformance with the Contract Documents. If the City modifies or otherwise changes in a material way the Scope of Work called for in the construction documents, subsequent submittals or shop drawings, after such review for conformity, the Design-Builder shall be entitled to a Change Order in accordance with Article 8, Changes in the Work, of this Agreement. In no event shall a Change Order be issued to the extent such modification is due to the fault or neglect of the Design-Builder, or in the event the original submittals were not accompanied by annotations showing nonconformance with the Contract Documents, if any.

**ARTICLE 5 – SUBCONTRACTING AND LABOR**

5.1 Subletting and Subcontracting.

- 5.1.1 The Design-Builder shall adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code Section 4100. Subcontractor substitutions shall be in accordance with the Subletting and Subcontracting Fair Practices Act. Any violation may subject the Design-Builder to penalties and disciplinary action as provided by the Subletting and Subcontracting Fair Practices Act, including termination of this Agreement.
- 5.1.2 The Design-Builder shall be responsible for all Work performed under this Agreement. All persons engaged in the Project will be considered employees of the Design-Builder. The Design-Builder shall give personal attention to fulfillment of the Agreement and shall keep the Work under the Design-Builder's control. When any subcontractor fails to execute a portion of the work in a manner satisfactory to the City, the Design-Builder shall remove such subcontractor pursuant to the requirements of law immediately upon written notice from the City. Although Specification Sections, Part 4 of the Contract Documents, may be arranged according to various trades or general groupings of work, the Design-Builder is not obligated to sublet work in such manner. The City will not entertain requests to arbitrate disputes among subcontractors or between the Design-Builder and subcontractor(s) concerning responsibility for performing any part of the Work.
- 5.1.3 The City may not permit a subcontractor who is ineligible to bid or work on, or be awarded, a public works Project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.
- Any contract on a public works Project entered into between a Design-Builder and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by the Design-Builder on the Project shall be returned to the awarding body by the Design-Builder. The Design-Builder shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- 5.1.4 All subcontractors performing any part of the Work shall be registered as a Public Works Contractor with the Department of Industrial Relations. The Design-Builder shall be responsible for removing, by requesting substitution or otherwise, any subcontractors who are not in compliance.

5.2 Subcontracting Relations.

The Design-Builder shall, by subcontractor agreement, require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Design-



Builder by terms of the Contract Documents, and to assume toward the Design-Builder all the obligations and responsibilities which the Design-Builder, by the Contract Documents, assumes toward the City. Each subcontract shall preserve and protect the rights of the City under the Contract Documents with respect to the work to be performed by the subcontractor.

The subcontractor shall be allowed, unless specifically provided otherwise in the subcontract, the benefits of all rights, remedies and redress against the Design-Builder that the Design-Builder, by the Contract Documents, has against the City. The Design-Builder shall require each subcontractor to enter into similar agreements with sub-subcontractors. The Design-Builder shall make available to each proposed subcontractor, prior to the execution of the subcontractor agreement, copies of those portions of the Contract Documents to which the subcontractor will be bound. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed second and third tier subcontractors.

**5.3 Subcontractor Progress Payments.**

Within seven (7) days of receipt of each progress payment, the Design-Builder shall make payment to subcontractors in accordance with Business and Professions Code Section 7108.5.

**5.4 Contract Assignments.**

Performance of the Contract Documents may not be assigned except upon written consent of the City. Consent will not be given to an assignment that would relieve the Design-Builder or the Design-Builder's surety of their responsibilities under the Contract Documents.

**5.5 N/A**

**5.6 Drug-Free Workplace Certification.**

**5.7 Nondiscrimination.**

**5.7.1 Equal Employment Opportunity.** Design-Builder agrees for the duration of this Agreement that it will not discriminate against any employee or applicant for employment because of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religious creed, sexual orientation or other protected status. The Design-Builder will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or disability. The Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the Nondiscrimination Clause.

- 5.7.2 Disabled Non-Discrimination. This Project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), the Americans with Disabilities Act of 1990 and all requirements imposed by the guidelines and interpretations issued in furtherance of the ADA. In this regard, the City, its Design-Builder and subcontractors will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.
- 5.7.3 Fair Employment and Housing Act Addendum. In the performance of this Agreement, the Design-Builder will not discriminate against any employee or applicant for employment because of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation. The Design-Builder will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Design-Builder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

5.8 Wages and Records.

5.8.1. Wage Rates

5.8.1.1. Pursuant to Sections 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the Agreement, copies of which are on file and available upon request from the California Department of Industrial Relations.

5.8.1.2. The Design-Builder and any subcontractor under him, must not pay less than prevailing wage rates to all laborers, workmen and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Design-Builder shall, as a penalty to City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Agreement by him or by any subcontractor under him and Design-Builder agrees to comply with all provisions of Section 1770 et seq. of the Labor Code.

5.8.1.3. Pursuant to Sections 1770 and 1773 of the Labor Code, the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work as currently set forth

by the Director of the California Department of Industrial Relations and are a part of the Agreement. The Design-Builder is required to post a copy of these prevailing wages rates on the job site.

5.8.1.4 The City will not recognize any claim for additional compensation because of the payment by the Design-Builder of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Design-Builder in submitting its Proposal and the Stipulated Sums and will not under any circumstances be considered as the basis of a claim against the City under the Agreement.

## 5.8.2 Wage Records

5.8.2.1 The Design-Builder and each subcontractor shall keep or cause to be kept an accurate record (certified payroll) showing the names and occupations of all laborers, workers and mechanics employed by him in connection with the execution of this Agreement or any subcontract executed under it and showing also the actual per diem wages paid to each of said workers, using the Public Works Payroll Reporting Form, including certification (DIR Form A-1-131 or current version). The Design-Builder and each subcontractor shall upload the certified payroll reports, and Statement of Employer Payments (DIR Form PW 26) directly to the California Department of Industrial Relations through the eCPR application using PDF to the DIR at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin> or current application and URL weekly or within ten (10) days of any request by the City or the DIR .

5.8.2.2 Certified Payroll records shall be submitted with each Monthly Progress Payment request showing records within ten (10) days of the billing period. The Design-Builder shall provide all information reasonably required by Building Trade organizations.

5.8.2.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Design-Builder shall not be marked or obliterated.

**ARTICLE 6 – PAYMENTS AND COMPLETION**

**6.1 Stipulated Sums.**

In consideration of Design-Builder's obligations under the Contract Documents, Design-Builder will be paid the Stipulated Sums for Phase 1 and Phase 2, in accordance with the payment procedures set forth herein. Except as otherwise provided in the Contract Documents, the Stipulated Sums will fully compensate Design-Builder for all of the services required under the Contract Documents, including the scope of services described in this Agreement.

**6.2 Schedule of Values.**

6.2.1 Within thirty (30) days of executing this Agreement and prior to the first Application for Payment, the Design-Builder shall submit to the City a Schedule of Values to complete the Project, supported by such data to substantiate the accuracy as the City may require. This Schedule of Values, unless objected to by the City within fifteen (15) days of receipt, shall be used as a basis for progress payments.

6.2.2 The Project is funded by multiple funding sources which require specific detail in the Schedule of Values. The requirements for this detail will be furnished to the Design-Builder during the Proposal period, and within thirty (30) days of executing this Agreement.

6.2.3 This Schedule of Values may be adjusted from time-to-time as the subcontracting plan is finalized.

**6.3 Application for Payment.**

The Design-Builder shall deliver to the City on the last business day of each month, or as otherwise agreed by both parties, an Application for Payment, in the format approved by the City, covering that portion of the Stipulated Sums allocated to the Work completed during each month and in accordance with the Schedule of Values. Invoices shall include the contract number, the Project number, the amendment number, Design-Builder's Federal Employer Identification Number (FEIN); and shall be submitted to the City in care of the City's Construction Project Manager.

Application for payment shall not be submitted more frequently than once monthly. The application for payment shall be signed by an officer or designee of the Design-Builder's firm. Provided the Application for Payment is received and approved by the City, the City shall make payment to the Design-Builder not later than thirty (30) days after receipt by the City of a payment application that is strict conformance with the requirements herein. With each Application for Payment, the Design-Builder shall submit such evidence as may be necessary to demonstrate costs incurred or estimated to be incurred in accordance with the Schedule of Values during such month and the percentage of completion of each category of Work.

**6.4 Progress Payments.**

The City shall pay the Design-Builder the progress payments through the period covered by the Application for Payment, less five percent (5%) retention. Upon receipt of an Application for Payment from the Design-Builder, the City will promptly review the same to determine if it is a proper Application for Payment based on the approved Schedule of Values. Any Application for Payment determined by the City not to be in strict conformance with the requirements herein set for payment shall be rejected, and returned to Design-Builder to be modified and processed per the Agreement. The City's reason(s) for rejection the Application for Payment shall be stated in writing.

**6.5 Withholding of Payment.**

6.5.1 Notwithstanding the provisions of Subparagraph 6.11.7, Final Payment, the City may withhold payment on account of an Application for Payment to the extent necessary to protect the City from loss because of:

6.5.1.1 Defective Work not remedied within forty-eight (48) hours of written notice to Design-Builder;

6.5.1.2 Third-party claims filed or reasonable evidence indicating probable filing of such claims;

6.5.1.3 Failure of the Design-Builder to make payments of undisputed amounts to Design Build team consultants or subcontractors for labor, materials, or equipment;

6.5.1.4 Failure to store and properly secure materials;

6.5.1.5 Damage to the City caused by the fault or neglect of the Design-Builder to the extent not covered by insurance;

6.5.1.6 Reasonable evidence that the Work will not be substantially completed within the Contract Time due to delay not considered a Compensable Event, and that the unpaid balance of the Stipulated Sums would not be adequate to cover liquidated damages for the anticipated inexcusable delay; or

6.5.1.7 Design-Builder is otherwise in breach, default, or in substantial violation of any provision of this Agreement.

6.5.2 When the above reasons for withholding payment are removed, payment less retention shall be made for amounts previously withheld. In lieu of withholding the Design-Builder may deposit securities equivalent to the amount withheld in accordance with the procedures outlined in Article 6.10.

**6.6 Payment for Stored Materials.**

Unless otherwise provided in the Contract Documents, payment will be made on account for materials or equipment not incorporated in the Work but delivered and suitably stored at the Site and/or if approved in advance by the City, and at the City's discretion on case-by-case basis, payments may be made for materials or equipment stored at some other bonded or otherwise secure location agreed upon in writing. Payments made for materials or equipment stored on or off-site shall be conditioned upon submission by the Design-Builder of bills of sale or such other procedures satisfactory to the City to establish City's title to such materials or equipment or otherwise protect the City's interest, including applicable insurance and transportation to the Site for those materials and equipment stored off-site.

**6.7 Payments as Trust Funds.**

Any and all funds payable to the Design-Builder are hereby declared to constitute trust funds in the hands of the Design-Builder to be applied first to payment of claims of subcontractors, sub-subcontractors, architects, engineers, surveyors, laborers, material men or employees arising out of the described Work, to obligations for utilities furnished, tax imposed or such to the payment of premiums on security or other bonds, and to payment of insurance premiums relating to the Project and to payments and contributions to union pension plans and trust funds before application to any other purpose.

**6.8 Payment Not a Waiver.**

6.8.1 No payment hereunder, including Final Payment to Design-Builder, nor City's use or Beneficial Occupancy of the Work, shall release Design-Builder with respect to design, construction, workmanship, materials, equipment or machinery incorporated in the Work which is found to be defective, unsound or improper.

6.8.2 No payment made under the Design Build Agreement, shall be evidence of performance thereof, either wholly or in part, nor shall it be construed to be acceptance of defective work or improper material, or an approval of any items in any application for payment.

**6.9 Waiver of Stop Payment Notice and Payment Bond Rights.**

The Design-Builder shall attach to each application for payment, a waiver of all stop payment notice and payment bond rights as provided in Civil Code sections 8132, 8134, 8136 or 8138, with respect to all amounts requisitioned up to and including the then current requisition from the Design-Builder, which waiver of lien and payment bond rights covers all amounts requisitioned from the Design-Builder's subcontractors and all tiers and suppliers. Design-Builder shall make available copies of similar waivers from its subcontractors of all tiers and suppliers.

**6.10 Retention.**

The City will retain five percent (5%) of such estimated value of all Work completed (including design and other professional services) and a like percentage within limits

established by law, of the value of materials so estimated to have been furnished, delivered and unused, as aforesaid, as part of security for fulfillment of the Contract Documents by the Design-Builder. The completion of the design work will be evaluated separately from the construction effort, and redirection of retainage will be evaluated accordingly. The City will pay monthly to the Design-Builder while executing the Work the balance not retained after deducting all previous payments and all sums to be retained under provisions of the Contract Documents.

Investment Alternative:

- 6.10.1 At the request and expense of the Design-Builder, and in accordance with Public Contract Code Section 22300, the City will make payment of the retention earned directly to a state or federally chartered bank in California, as the escrow agent.
  - 6.10.2 The escrow agreement shall be substantially similar to the form “Escrow Agreement for Security Deposits in Lieu of Retention” found in Public Contract Code Section 22300.
  - 6.10.3 Upon satisfactory completion of the Work, the Design-Builder shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of the Escrow Agreement.
- 6.11 Payment and Completion.
- 6.11.1 The City reserves the right to occupy all or any part of the Project prior to completion of the Work, upon written notice. In this event, the Design-Builder shall be relieved of responsibility to the City for injury or damage that results from occupancy and use by the City. If, by reason of the City’s occupancy, the premium for the Design-Builder’s bodily injury and property damage insurance is increased, the City of Gonzales will reimburse the Design-Builder for the additional amount necessarily incurred allocable to the area and the period of City’s occupancy up to the date of Final Completion.
  - 6.11.2 The City’s occupancy does not constitute acceptance by the City of the Work, or any portion of the Work, nor will it relieve the Design-Builder of responsibility for correcting defective Work or materials found at any time before Final Completion, as set forth in Paragraph 3.18, Guarantee, or during the guarantee period after City’s acceptance, as set forth in Subparagraph 6.11.6, Final Payment. However, when the Project includes separate buildings, and one or more of the buildings is entirely occupied by the City, then upon written request by the Design-Builder and by written consent from the City, the guarantee period will commence to run for a building or buildings from the date of the City’s Beneficial Occupancy of a building or buildings.
  - 6.11.3 Beneficial Occupancy. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to by the insurer of the Project and the City of Gonzales Fire Chief,

Notice of Substantial Completion, and a sign-off by the Building Inspector is obtained. Such partial occupancy or use may commence whether or not the portion is complete, provided the City and the Design-Builder have accepted in writing the responsibilities assigned to each of them for payment, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Immediately prior to such occupancy, the City and the Design-Builder shall jointly inspect the area to be occupied in order to determine and record the condition of the Work. Unless otherwise agreed, partial occupancy or use of a portion of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

- 6.11.4 Upon Substantial Completion, the Design-Builder and the City shall collaboratively prepare a single comprehensive punch list. The Design-Builder shall then proceed promptly to complete and correct the punch list items. Failure to include an item on the punch list does not alter the responsibility of the Design-Builder to complete all work in accordance with the Contract Documents.
- 6.11.5 Upon completion of the punch list the City will make an inspection to determine whether the work has been completed. The Certificate of Final Completion shall be issued when all work is complete, and the City has formally accepted the Project.
- 6.11.6 Waiver of Claims. Acceptance of Final Payment by the Design-Builder shall constitute a waiver of affirmative claims by the Design-Builder, except those previously made in writing and identified as unsettled at the time of Final Payment.
- 6.11.7 Final Payment. Upon execution of the Certificate of Final Completion, providing no stop notices have been filed that have not been discharged or bonded, all amounts unpaid under the Design Build Agreement will be paid to Design-Builder. The City may withhold any reasonable sums payable to Design-Builder for the value of any Work, which the City found defective and ordered to be replaced. Final Payment of withholdings will be made when the Work is completed and/or defective Work replaced.
- The City shall pay the remaining amount of the Stipulated Sums to the Design-Builder, after:
- 6.11.7.1 Acceptance and Close-out of the Work.
- 6.11.7.2 Resolution of all stop payment notices.
- 6.11.7.3 Execution by the Design-Builder of a release of all claims against the City pursuant to this Agreement.



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6.11.7.4 Any and all other requirements in this Agreement that provide for satisfaction prior to final payment.

6.11.8 The Design-Builder is required to pay subcontractors from whom retention has been withheld within seven (7) days of receipt from the City of retention proceeds.

**ARTICLE 7 – SCHEDULE**

7.1 Contract Time.

The “Contract Time” is the period from receipt by Design-Builder of written authorization to begin the Project in the form of a Notice to Proceed from the City, until the scheduled date of Final Completion of the Work. The Design-Builder agrees to design and manage the Work in accordance with the Project Milestone Schedule and approved Baseline Schedule.

7.2 Completion.

By executing this Agreement, the Design-Builder confirms that the Contract Time and Milestones, as stated in the Project Milestone Schedule (Exhibit A) of the Contract Documents, are of the essence of this Agreement. The Design-Builder confirms that the Contract Time and Milestones allow a reasonable period of time for achieving the Certificate of Final Completion of the Work for the Project.

7.3 Schedules.

7.3.1 The Design-Builder shall be responsible for the development and maintenance of the Preliminary Baseline Schedule, the Baseline Schedule, the Progress Schedule and the Short-Term Schedule as described below. The Design-Builder shall submit, as indicated below, each schedule for the execution of the Work for the City's review and response. The City's review of and response to the schedule submissions shall not be construed as relieving the Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work. Each schedule shall provide an interrelated means for defining activities involved in the planning, design, construction, and completion of the Project, their sequences and elapsed completion time from the date of the Notice to Proceed.

Each schedule shall utilize CPM (Critical Path Method) and shall be submitted in diagram and listed form. The computer-generated schedules shall permit the Design-Builder to obtain several print sorts that aid in identifying various activities and requirements. Critical activities are those that require information or review by City, PERMITTING AGENCIES, or the Construction Project Manager. The Design-Builder shall utilize Primavera Project Planner for Windows software (P6) by Primavera Systems, Inc.

The Design-Builder shall make its Authorized Schedule Representative available throughout the contract time and authorize that person to make scheduling commitments binding on the Design-Builder, as required to fulfill the scheduling requirements. The Design-Builder has submitted a preliminary schedule of the work (the “Proposal Schedule”) in bar chart form with its proposal, incorporating all critical path milestones identified by the City or known milestones and critical activities by the Design Builder, as well as the date for contract completion.

Design-Builder's representation that it could comply with the contract milestones, as demonstrated by its Proposal Schedule was an element of consideration in the City's award of the contract. Design-Builder's Proposal Schedule, as submitted with its Proposal and as modified during negotiations and accepted by the City, will be utilized as an interim contract schedule for all purposes until the Design-Builder's submittal of an acceptable Preliminary Baseline Schedule.

7.3.2 Design-Builder's Preliminary Baseline Schedule. Within fourteen (14) calendar days from the Notice to Proceed, the Design-Builder shall submit a Preliminary Baseline Schedule to the Construction Project Manager. This schedule shall show, but is not limited to, the general plan for the work to be completed in the first ninety (90) calendar days of the Agreement. The Preliminary Baseline Schedule shall contain, but not be limited to:

7.3.2.1 dates established in the City's Project Milestone Schedule;

7.3.2.2 dates to acquire, set up and occupy the field office;

7.3.2.3 dates of all mobilization activities on site, including notices and permits;

7.3.2.4 dates detailing the planned design schedule, including submittals and reviews;

7.3.2.5 anticipated dates for the start and completion of each stage of the design and construction process; and

7.3.2.6 established milestone dates representing important events in the first 90 days and major milestones representing the completion of a group of activities in the first year.

The Preliminary Baseline Schedule shall be in the form of a CPM schedule. Design-Builder will provide all data files electronically by email or on compact disc or flash drive. The City and Construction Project Manager will review the Design-Builder's Preliminary Baseline Schedule for conformance with the Milestone Schedule and interrelationships with other activities requiring coordination that may be outside the scope of this Agreement. Upon completion of the review, the City may make recommendations to the Design-Builder as to adjustments to the Preliminary Baseline Schedule. These recommendations, if accepted by both the City and Design-Builder, will be incorporated into the development of the Design-Builder's Baseline Schedule.

7.3.3 Design-Builder Baseline Schedule. Within sixty (60) calendar days after the Notice to Proceed, the Design-Builder, after an initial meeting with the City, shall prepare a proposed Baseline Schedule for the Project. Recognizing that planning activities and design activities need time control to no less degree than construction activities, this schedule shall include, but not be limited to:

7.3.3.1 A CPM format that incorporates all activities with descriptions, sequence, logic relationships, duration estimates, resource-loading, cost loading and other information required for all design, pre-construction and construction activities. Each activity shall have a minimum of one predecessor and one successor, with the exception of the first and last activities. The first activity will be denoted as “Notice to Proceed” and the last activity will be denoted as “Final Completion”. Both activities shall be Contract Milestones.

7.3.3.2 The CPM format shall include all Contract Milestones defined in this Agreement and/or by the Design-Builder’s proposed Baseline Schedule, as well as all engineering, fabrication and delivery dates required to support the Contract Milestones.

7.3.3.3 Activities indicating the start and finish dates for Project design, engineering, preparation of design development and construction documents, government agency plan check and City agency document review.

7.3.3.4 Activities to be integrated and shown in the CPM network shall include all milestones representing the Design-Builder’s submittal dates and activities representing the City’s review period of each submittal (which review period shall in no case be scheduled for less than ten (10) working days); Design-Builder’s procurement of materials and equipment; submittals; manufacture and/or fabrication, testing and delivery to the job-site of special material and major equipment; equipment installation and preliminary, final and performance testing of equipment or systems.

7.3.3.5 Activities showing the start and finish dates for all temporary works; all construction of mock-ups, and prototypes and/or samples.

7.3.3.6 Activities showing start and finish dates of owner-furnished items and interface requirement dates with other contractors; regulatory agency approvals; and permits required for the performance of the work.

7.3.3.7 Activities showing start and finish of user programming (as appropriate), modular furniture, tenant improvement work and phased occupancy.

7.3.3.8 Close-out activities, including activities required for PERMITTING AGENCIES certification.

7.3.3.9 The schedule shall consider all foreseeable factors or risks affecting, or which may affect the performance of the Work, including historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.

7.3.3.10 The Design-Builder shall not use any “float suppression” techniques such as preferential sequencing or logic, special lead/lag constraints or unjustifiably over-estimating activity durations in preparing the schedule. (“*Finish no later*” constraints will be permissible for contract milestones only.)

7.3.3.11 The Design-Builder shall attach a narrative report which explains assumptions used for activity durations, its assumptions regarding crew sizes, equipment requirements and production rates, any potential areas of concern or specific areas requiring coordination it may have identified and any long-lead time materials or equipment in the work.

7.3.3.12 The Design-Builder’s Authorized Schedule Representative shall be proficient in CPM scheduling and Primavera, and shall formally present the detailed time-scaled CPM network for the duration of the Contract Time, demonstrating compliance with Contract Milestones and other requirements to the City clearly showing the critical path(s) of the Project (activities with ten (10) days of float or less) through completion.

7.3.3.13 Time units for all schedules shall be in calendar days, and no construction activity scheduled to commence within sixty (60) days of the Data Date shall have a duration greater than seven (7) calendar days. Activities scheduled to start more than sixty (60) days of the Data Date shall have durations no greater than twenty (20) days. Schedule shall include City milestones as agreed by City and Design-Builder.

- 7.3.4 The proposed Baseline Schedule shall be submitted and reviewed by the Construction Project Manager. Changes to the Baseline Schedule shall be reviewed with the Construction Project Manager prior to implementation. The City, at its sole discretion, may allow or require the Design-Builder to more fully detail portions of the Baseline Schedule at a later date.

The Construction Project Manager shall notify the Design-Builder of acceptance or of any necessary changes to the CPM network within ten (10) working days from the formal presentation, after which the Design-Builder shall make the required changes and resubmit it for acceptance within five (5) working days certifying in writing that all information contained in it complies with the contract requirements. Upon notification by the City of acceptance of the CPM network, the Design-Builder shall prepare computer plots (36” x 48”) and printouts (8 ½” x 11”), and complete its submission of the Baseline Schedule, which shall include the following:

7.3.4.1. Bar Charts generated using the format template provided by the City for:

- (1) Contract Milestones only;
- (2) Summary Level (sorted by craft/trade and area)

(3) Detail (sorted by Early Dates)

(4) Detail (sorted by Responsibility), and

7.3.4.2 Reports generated separately using the format template provided by the Construction Project Manager for:

(1) Float (sorted low to high), and:

(2) Resource histogram

(3) Cost Summary and Cash flow Projection

7.3.4.3 Activities shall be coded to the activity code structure, provided to the Design-Builder by the Construction Project Manager in electronic format, as coordinated with the Construction Manager.

7.3.4.4 Provide all data files electronically by email or on compact disc or flash drive. Once accepted by the City, this schedule shall become the Baseline Schedule for the Project from which all future Progress Schedules will be generated.

7.3.5 Design-Builder Progress Schedule. Each month, in conjunction with the application for payment process, the Design-Builder and Construction Project Manager will conduct monthly reviews to determine: “planned” versus “actual” progress to date; compliance with contract submittal requirements, Contract Milestones and the accepted Contract Schedule; and determination of any changes to the work plan or implementation which must be made by the Design-Builder to comply with the Contract Schedule. The monthly schedule review shall include, at a minimum:

7.3.5.1 Monthly update/status of electronic database shall include recording of all Actual Start Dates and Actual Finish Dates and status of activities in progress.

7.3.5.2 Review of “Planned” versus “Actual” work force allocations and progress for the preceding month.

7.3.5.3 Reviews of revisions added or deleted work and how those activities are being integrated into the Design-Builder’s work plan.

7.3.5.4 Review of Design-Builder’s interface and coordination with other work on the Project.

7.3.5.5 Review of all impacts to the work during the preceding month and to date, Design-Builder evaluation of those impacts and any recovery plans or remedial actions required to comply with the contract schedule.

Following the review of the above and all other information relevant to the progress of the work, the Design-Builder shall adjust its work plan as required to insure compliance with the Contract Schedule. The requirement for additional work force allocations, additional shifts, overtime, etc., will not entitle Design-Builder to additional compensation except to the extent expressly provided for by this Agreement or Change Order. The Contract Schedule shall be updated and submitted monthly for the Construction Project Manager's review concurrent with each payment application submitted by the Design-Builder. The schedule update shall incorporate actual status to date and shall include the following:

7.3.5.5.1 Computer plotted time-scaled CPM network (36" x 48") in color;

7.3.5.5.2 Bar Charts generated separately using the format template provide by the City for:

- (1) Contract Milestones only (Baseline vs. forecast);
- (2) Summary Level (sorted by craft/trade and area);
- (3) Detail (sorted by Early Dates);
- (4) Detail (sorted by Responsibility), and;

7.3.5.5.3 Reports generated separately using the format template provided by the City for:

- (1) Variance (Baseline vs. forecast);
- (2) Progress Curves (Baseline vs. Earned/Forecast);
- (3) Float (sorted low to high); and
- (4) Resource histogram

7.3.5.5.4 Provide all data files electronically by email or by compact disc or flash drive, and in hard copy, provided to the Design-Builder by the Construction Project Manager, as coordinated with the Construction Manager.

The Construction Project Manager will update the Master Schedule based on information provided in the Progress Schedule and distribute to the appropriate parties. The Progress Schedule will be the basis for the Short-Term Schedule.

7.3.6 Design-Builder Short-Term Schedule. The Short-Term Schedule shall be presented at each weekly project meeting, and address activities over an eight-week period. This schedule shall be maintained on a weekly basis and used as a means of compensating for negative effects of as many variables as possible. It shall be directly derived and electronically tied to the Master Schedule to enable rapid analysis of impacts of short-term schedule changes on the overall Project timeline.

The Short-Term Schedule is a dynamic schedule whose activities can vary in both duration and precedence, but only between two sequential milestones as described in the accepted Baseline Schedule. Upon the City's acceptance of the

Baseline Schedule, the Design-Builder shall begin providing an updated Short-Term Schedule for all participants at each weekly progress meeting or on a weekly basis if the City decides weekly meetings are not required. The interval format shall be a seven-week projection that shall include one (1) week prior, the week submitted, and six (6) weeks thereafter.

- 7.3.7 **Schedule Revisions.** The implementation of revised schedule logic and/or activity duration estimates for updating the contract schedule or other interim schedule whether furnished by the Design-Builder or the City do not constitute an extension of Contract Time, relaxation of Contract Milestones or basis for a change to the Stipulated Sums. Such revisions are for the purpose of maintaining the accuracy of the Contract Schedule's representation of the work to be accomplished and to present best duration estimates for work yet to be performed. In updating the Contract Schedule, the Design-Builder shall make no modifications to Activity ID numbers in the accepted contract schedule, schedule calculation rules/criteria, or the Activity Coding Structure provided by the Construction Project Manager without the explicit written permission of the City, which permission the City may withhold at its sole discretion.
- 7.3.8 **Graphical Information.** The Design-Builder shall prepare professional-quality graphical presentations of such scheduling and/or sequencing information as may be required to communicate its work plans or to effectively implement its coordination obligations under the contract.
- 7.3.9 **City's Project Master Schedule.** The purpose of the Project Master Schedule is to combine, coordinate, and track schedules produced by the Design-Builder and other Project team members throughout the course of the Project. The Project Master Schedule will also include Contract Milestone dates (Exhibit A) and the Design-Builder's Baseline Schedule, and shall be utilized by the City and the Design-Builder to identify any coordination issues and/or conflicts with other Project team members under separate contract. The Construction Project Manager shall be responsible for maintaining, updating and distributing the Project Master Schedule.

7.4 **Float time.**

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. All float time contained in the Work shall be shared between the City and Design-Builder, but its use shall be determined by the City. Under no circumstances shall Design-Builder be entitled to maintain a claim against the City for Design-Builder's failure to achieve Final Completion on a date earlier than that set forth on said Project Milestone Schedule as the same may be adjusted by approved Change Orders.

7.5 **Compensable Event.**

- 7.5.1 Notwithstanding anything in this Agreement to the contrary, in the event of a "Compensable Event," as hereinafter defined, Design-Builder shall notify the City



in writing within fourteen (14) days, setting forth all of the facts and circumstances relating to the Compensable Event, the expected financial impact on the Stipulated Sums, and any delays to the Contract Time. In the event the City agrees that it is a Compensable Event, the City shall have the option of either:

- (a) adjusting the Contract Time by the delay occasioned by the Compensable Event, if any, and increasing the Stipulated Sums by the financial impact of the Compensable Event, if any, or
- (b) reducing the scope of the Project so that the Stipulated Sums and/or Contract Time will not be exceeded. Design-Builder shall cooperate with the City, and provide information at no additional cost to the City, at the City's request to identify appropriate program modifications to achieve the desired effect.

"Compensable Event" shall mean any one of the following:

7.5.1.1 material acts or omissions of the City's agents or contractors (other than Design-Builder and/or its subcontractors) which are inconsistent with the terms of the Contract Documents and result in any delay or cost increase to the Project that results in an extension of the Contract Time;

7.5.1.2 a change in any applicable laws, ordinances, rules, codes, regulations, and lawful orders of governmental authorities relating to the Project after the date of execution of this Agreement by the Design-Builder, which results in a delay or cost increase;

7.5.1.3 acts of God events, as defined in Article 1;

7.5.1.4 labor disputes, strikes, lockouts, work slow-downs or work stoppages not resulting from Design-Builder's failure to comply with any applicable labor agreement.

#### 7.5.2 Costs of Compensable Event.

The increased costs occasioned by a Compensable Event shall be limited solely to the direct costs of Design-Builder and shall not include any consequential damages or lost profits. To the extent a Compensable Event increases the time of performance of either design or construction, an extension to the Contract Time shall be granted. Notwithstanding the forgoing, if the Compensable Event is of the type described by clause .4, immediately above, Design-Builder shall not be entitled to recovery of any costs for the first thirty (30) days of delay (in the aggregate), and shall be entitled to file a claim for recovery of costs thereafter, which claim shall be limited to general conditions and overhead costs only.

#### 7.6 Weather Days

Delays due to adverse weather conditions will only be permitted if the number of days of

adverse weather exceeds the following parameters, and only if Design-Builder can verify that adverse weather caused delays exceeds the following number of working days:

January, [11]; February [10]; March [10]; April [6]; May [3]; June [1]; July [0]; August [0]; September [1]; October [4]; November [7]; December [10].

**7.7 Liquidated Damages.**

The City and Design-Builder agree that the City will suffer economic damage should the Design-Builder fail to complete each Project Phase in the time required as shown in Exhibit A. In the event that there is a delayed occupancy, the result of such delay may require the City to rent temporary space or extend existing leases/occupancies, plus incur additional administrative costs. The City has determined that the estimated costs due to such delay is Three Thousand Dollars (\$3,000.00) per day of a delay in achieving Substantial Completion and a total of One Thousand Dollars (\$1,000.00) per day of delay in achieving Final Completion for each Project Phase, by the date indicated in the Milestone Schedule shown in Exhibit A. Design-Builder agrees that this is a reasonable estimate of such costs.

The City and Design-Builder agree that such amount shall be treated as Liquidated Damages pursuant to Civil Code Section 1671, and that Design-Builder shall accordingly pay the City the sum of Three Thousand Dollars (\$3,000.00) per day of a delay in achieving each of the Substantial Completion and a total of One Thousand Dollars (\$1,000.00) for each day by which the Certificate of Final Completion are delayed beyond the Contract Time set forth for each Phase in the Project Milestone Schedule, whether the City's actual damages for such occupancy delays are more or less than the liquidated sum.

However, if the City has taken Beneficial Occupancy of any portion of the Project, said liquidated sum for the Certificate of Final Completion shall be reduced proportionately. For example, if the City takes 10% Beneficial Occupancy of the Project, the amount of the Liquidated Damages shall be reduced by 10%. This paragraph shall not limit the City's right to seek and obtain additional legal remedies or damages that result from breaches of the Contract Documents by the Design-Builder which do not stem from delay in occupancy. These additional damages include, but are not limited to, breach of contract or breach of warranties either express or implied, etc.

**ARTICLE 8 – CHANGES IN THE WORK**

8.1 General.

- 8.1.1 The City may order changes, including but not limited to, revisions to the Construction Documents, performance of extra work, and the elimination of work. Orders for such changes will be in writing. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. The Design-Builder shall notify the City for their evaluation whenever it appears a change is necessary. Contract Time and Stipulated Sums will be adjusted by written Change Order for changes materially increasing or decreasing the time for performance or cost.
- 8.1.2 The Design-Builder, when ordered by the City, shall proceed with changes before agreement is reached on adjustment in compensation or time for performance, and shall furnish to the City records as specified in this Agreement.
- 8.1.3 If the Design-Builder fails to provide such records, the City's records will be used for the purpose of adjustment in Contract Time and Stipulated Sums.

8.2 Change Order.

- 8.2.1 Methods used in determining the value of a Change Order shall be based on one of the following methods:
  - 8.2.1.1. By mutual acceptance of a lump sum increase or decrease in costs. Upon the City's written request, the Design-Builder shall furnish a detailed estimate of increase or decrease in costs, together with cost breakdowns of labor, materials and equipment and other support data within the time specified in such request. Cost breakdowns shall include, but are not limited to: hourly labor rates and hours; materials quantities and unit costs; and equipment hourly rates and hours, as an example. The Design-Builder shall be responsible for any additional costs caused by the Design-Builder's failure to provide the estimate within the time specified.
  - 8.2.1.2 . By the City, on the basis of the City's estimate of increase or decrease in the costs.
  - 8.2.1.3. By the City, whether or not negotiations are initiated as provided in this Agreement.
  - 8.2.1.4. By actual and necessary costs, as determined by the City, on the basis of supporting documents submitted by Design-Builder. Beginning with the first day and at the end of each day, the Design-Builder shall furnish to the City detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the changes. Provide hourly rates for all include

design professionals, contractor management staff both on site and office and other consultants performing services on this project. Such records shall be in a format approved by the City. Such records shall be signed by the Design-Builder and verified by the City.

8.2.1.5 By a manner agreed upon by the City and the Design-Builder.

8.2.2 Allowable Costs. If an increase or decrease cannot be agreed to as set forth in Clauses 8.2.1.1 through 8.2.1.6, above, the method for determining the value of the Change Order shall be computed in the following manner:

8.2.2.1. Mark-Ups for Added Work.

8.2.2.1.1. for work performed by the Design-Builder in the amount equal to the direct cost (as defined herein) for the work plus fifteen percent (15%) of the direct costs for overhead and profit.

8.2.2.1.2. for work performed by Subcontractor in the amount equal to the direct cost (as defined herein) for the work plus fifteen percent (15%) of the direct cost for overhead and profit.

8.2.2.1.3. for work performed by a Sub-subcontractor (any tier), in the amount equal to the direct cost (as defined herein) for the work plus fifteen percent (15%) of the direct cost for overhead and profit.

8.2.2.1.4. for all added work, in no case will the total markups be greater than fifteen percent (15%) of the direct cost notwithstanding the number of Contract tiers actually existing.

8.2.2.1.5. for deleted work, the credit markup shall be ten percent (10%) of the direct cost or the agreed upon estimate thereof, unless otherwise agreed to by both parties. The markup shall include profit, small tools, cleanup, bonds, engineering, supervision, warranties, job-site overhead and home office overhead. No markup will be allowed on taxes. (See the following paragraphs for more detailed exceptions.)

8.2.2.1.6. for T&M work, markup will be five percent (5%) less than noted above in paragraphs 8.2.2.1.1 through 8.2.2.1.5.

8.2.2.1.7 Total of all markups in no case shall exceed 15% of the cost of each Change Order

8.2.3 Direct Costs:

8.2.3.1 Labor

Cost for labor shall include any employer payments to or on behalf of the workmen for health, welfare, pension, vacation and similar purposes. Labor rates will not be recognized when in excess of those prevailing in the locality and time the work is being performed. The costs for all supervision including Project Manager, General Superintendents and Foremen will be included in the markups established by the Contract. The only exception to this will be working foremen who perform actual manual labor. No labor charges will be accepted for engineering or proposal preparation.

These costs will be included in the markups established by the Contract. A breakdown of the payroll rates for each trade will be provided for all Change Orders fifteen (15) days after Notice to Proceed including the base rate, benefits, payroll taxes and insurance. Overtime and premium time pricing will only be allowed for labor which, based on mutual agreement, shall be performed after normal working hours. Unless otherwise agreed to by both parties, mechanical and electrical changes will be negotiated using productivity factors no greater than those listed in the following manuals:

- (1) Electrical: NECA Column 1 (Normal), Current Edition.
- (2) Plumbing and Piping: MCAA Discounted 30%.
- (3) HVAC: National Mechanical Estimator by Ottaviano, Current

Edition.

#### 8.2.3.2 Material

The City shall pay only the actual cost to the Design-Builder for the materials directly required for the performance of the changed work. Such cost of materials may include the cost of transportation and no delivery charges will be allowed unless the delivery is specifically for the changed work. If a trade discount by an actual supplier is available to the Design-Builder, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly by or in part by the Design-Builder, payment thereof will not exceed the current wholesale price for the materials. The term "trade discount" includes the concept of cash discounting.

If in the opinion of the City, the cost of the materials is excessive or if the Design-Builder fails to furnish satisfactory evidence of a cost to him other from the actual supplier, then, in either case, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The City reserves the right to furnish such materials, as it deems advisable and the Design-Builder shall have no claims for cost or profits on materials furnished by the City.

#### 8.2.3.3. Construction Equipment

The City shall pay only the actual cost to the Design-Builder for the use of equipment directly required in the performance of the changed work. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half hour. No payment will be made for time while equipment is inoperative due to breakdown or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to the work for rental of such equipment and to return it to the source.

No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project in any other way than upon the changed work. Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be small tools or small equipment and no payment will be made therefore.

The rental rate for equipment will not exceed that as recommended by the lower of the rental rates established by distributors or equipment rental agencies or as contained in the Association of Equipment Distributors (AED) book in the locality for performance of the changes. For equipment owned, furnished, or rented by the Design-Builder no cost thereof shall be recognized in excess of the rental rates established by distributors or equipment rental agencies and/or the AED or any tier book in the locality for performance of the changes. The amount to be paid to the Design-Builder for the use of equipment as set forth above shall constitute full compensation to the Design-Builder for the cost of fuel, power, oil, lubricants, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Design-Builder incidental to the use of the equipment.

### 8.3 Acceptance of Change Orders.

The Design-Builder's written acceptance of a Change Order shall constitute final and binding agreement to the provisions of it and a waiver of all claims in connection with it, whether direct, indirect, or consequential in nature. The City's form shall control, and no annotations or handwritten notes by Design-Builder shall be effective upon its execution.

### 8.4 Effect on Sureties.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing consent of surety(s).

### 8.5 Covering and Uncovering of Work.

- 8.5.1 When inspections are required by the Contract Documents the Design-Builder shall notify the City two (2) working days prior to covering any work.
- 8.5.2 If a portion of the Work is covered prior to the City's review, it shall, if requested in writing by the City, be uncovered for the City's observation and replaced at the Design-Builder's expense without change in the Contract Time.
- 8.6 Correction of Work.
- 8.6.1 The Design-Builder shall promptly correct work rejected by the City or failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed, or completed. The Design-Builder shall bear the costs of correcting such rejected work, including additional testing and inspections required and compensation for the City's services and expenses made necessary thereby.
- 8.6.2 Notwithstanding Paragraph 3.18, Guarantee, in the event of an emergency constituting an immediate hazard to the health or safety of City employees, property, or licensees, the City may undertake, at the Design-Builder's expense and without prior notice, all work necessary to correct such hazardous condition(s) when it was caused by work of the Design-Builder not being in accordance with requirements of the Contract Documents.
- 8.6.3 The Design-Builder shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents, and are neither corrected by the Design-Builder nor accepted by the City.
- 8.6.4 If the Design-Builder fails to correct nonconforming work, as per Paragraph 3.18, Guarantee, the City may correct the nonconforming work in accordance with Paragraph 9.3, City Remedies. If the Design-Builder does not proceed with correction of such nonconforming work, within such time fixed by written notice from the City, the City may remove and store all salvageable materials articles and/or equipment at the Design-Builder's expense.
- If the Design-Builder does not pay all costs of such removal and storage within fourteen (14) days after written notice, the City may, upon fourteen (14) additional days written notice, sell such materials articles and/or equipment at an auction or private sale, and shall account for the proceeds, after deducting costs and damages that would have been borne by the Design-Builder, including compensation for the City's services and expenses made necessary by it. If the proceeds of a sale do not cover all costs that the Design-Builder would have borne, the Stipulated Sums shall be reduced by the deficiency. If payments then or thereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder shall pay the difference to the City.
- 8.6.5 The Design-Builder shall bear the cost of correcting destroyed or damaged work executed by the City or separate contractors, whether fully completed or partially

completed, which is caused by the Design-Builder's correction or removal of Work that is not in accordance with requirements of the Contract Documents.

8.6.6 Nothing contained in this Paragraph 8.6, Correction of Work, shall be construed to establish a period of limitation with respect to other obligations that the Design-Builder might have in the Contract Documents. Establishment of the time period of two (2) year, as described in Paragraph 3.18, Guarantee, relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with requirements of the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

8.7 Acceptance of Nonconforming Work.

If the City prefers to accept any or all of the Work that is not in accordance with requirements of the Contract Documents, the City may do so instead of requiring its correction and/or removal, in which case the Stipulated Sums will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not Final Payment to the Design-Builder has been made.



**ARTICLE 9 – EVENTS OF DEFAULT AND TERMINATION**

9.1 City Events of Default.

9.1.1 Non-payment by the City for approved design and approved work-in-place after 90 days of a properly submitted and approved invoice.

9.1.2 Failure to perform any other material obligation under the Agreement, unless otherwise excused by relevant provisions of the Agreement.

9.2 Design-Builder Events of Default.

9.2.1 The following shall be considered Design-Builder Events of Default:

9.2.1.1 If Design-Builder fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents and fails, after 72 hours' notice from the City, unless otherwise agreed upon, to commence a cure to correct such failure or neglect and/or thereafter diligently pursue such cure to completion; or

9.2.1.2 If Design-Builder materially breaches this Agreement after notice from the City and fails, after seven (7) days' notice from the City to commence a cure to correct such breach and/or diligently pursue such cure to completion; or

9.2.1.3 If a custodian, trustee or receiver is appointed for Design-Builder, or if Design-Builder becomes insolvent or bankrupt, is generally not paying its debts as they become due, or makes an assignment for the benefit of creditors, or if Design-Builder causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for Design-Builder, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Design-Builder, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) days of its institution; or

9.2.1.4 If the Design-Builder changes its corporate identity in a manner different from that described in this Agreement due to merger, takeover, offer, sale or exchange of interest therein, dissolution, whether by operation of law or otherwise, and the change in interest is not approved in advance in writing by the City. In the event such a change does not have the effect of diminishing or impairing the Design-Builder's ability to perform the Work or its financial capabilities, such approval shall not be unreasonably withheld. The City shall have at least thirty (30) days' notice of such a change.

9.3 City Remedies.

9.3.1 Without prejudice to any other rights or remedies of the City, the following remedies shall be available to the City in the case of a Design-Builder event of default:

9.3.1.1 The City shall have the right to terminate this Agreement upon an additional seven (7) days' written notice to Design-Builder, provided that Design-Builder has not commenced a cure within such seven-day period.

9.3.1.2 The City may take possession of the Project site and of all materials, equipment, tools and construction equipment on site owned by Design-Builder.

9.3.1.3 The City may accept assignment of the construction subcontract and/or design subcontract.

9.3.1.4 The City may finish the Work by whatever reasonable method the City may deem expedient.

9.3.1.5 The City may seek such remedies as may be available under existing law.

9.4 Termination.

When the City terminates this Agreement as provided above, City will not consider further payment to the Design-Builder until the Work is finished. If the unpaid balance of the Stipulated Sums exceeds costs incurred by the City in finishing the Work, then such excess shall be paid to Design-Builder. However, if such costs exceed the unpaid balance of the Stipulated Sums, then Design-Builder shall pay the difference to the City.

9.5 Design-Builder Remedies.

The following remedy shall be available to Design-Builder in the case of the City event of default: Design-Builder may, upon seven (7) days' additional written notice to the City, terminate this Agreement and recover from the City payment for Work performed and for proven loss with respect to materials, equipment tools, construction equipment and services rendered, including reasonable overhead and profit for the Work performed.

9.6 Multiple Remedies.

Except as otherwise provided in this Agreement, no remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing shall impair any such right or power nor shall it be construed to be a

waiver of any event of default or acquiescence to it, and every such right and power may be exercised from time to time as often as may be deemed expedient.

**9.7 Termination for Convenience.**

The City may terminate this Agreement at any time for convenience if the City determines such termination is in the best interests of the City upon sixty (60) days' advance notice. Design-Builder is not entitled to recover lost profits, incidental or consequential damages in the event the City terminates this Agreement for convenience and subsequently rebids or otherwise completes the Project.

Any stop payment notices or charges encumbering the Project, or which are claimed to encumber the Project, other than those placed by or agreed upon by the City, shall be offset against whatever amount is determined to be owed to the Design-Builder.

**9.8 Termination Payment.**

In the event the City terminates this Agreement for convenience as set forth above, the City shall pay to the Design-Builder all funds due the Design-Builder for work performed up to the date of termination, plus all demobilization and close-out costs, including any penalties payable to subcontractors for early termination. All funds due pursuant to this Section, including unpaid retainage, shall be released within thirty (30) days of termination of the Agreement for convenience, subject to the provisions of Paragraph 9.7, Termination for Convenience.

**9.9 Property Rights.**

In the event of termination, all studies, reports, special forms, schedules, designs and any other written information pertaining to the Project shall become the City's property as provided in this Agreement.

**9.10 Suspension of Work.**

9.10.1 The City may order Design-Builder, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that the City determines appropriate for the convenience of the City.

9.10.2 If the performance of all or any part of the Work is for any period of time, suspended, delayed, or interrupted (a) by an act of the City in the administration of the Agreement, or (b) by the City's failure to act within the time specified in the Agreement (or within a reasonable time if not specified), or (c) for other reasons which Design-Builder is entitled to claim delay under the Agreement, Design-Builder shall provide notice according to the Agreement.

9.10.3 Design-Builder shall be entitled to an increase in the Stipulated Sums and the Contract Time to the extent the cost of performance of the Agreement or the time therefore is increased as a result of suspension, delay, or interruption by the City or as otherwise provided in the Contract Documents. However, no adjustments

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shall be made under this Article for any suspension, delay, or interruption to the extent that Design-Builder's performance would have been so suspended, delayed, or interrupted by any other cause for which Design-Builder would not be entitled to an increase in the Stipulated Sums or in the Contract Time.

**9.11 Non-Compliance with Agreement Requirements.**

In the event the Design-Builder, after receiving written notice from the City of non-compliance with any requirement of the Agreement, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the City shall have the right to order Design-Builder to stop all Work in the area affected until Design-Builder has complied with or has initiated such action as may be appropriate to comply within a reasonable period of time. Design-Builder will not be entitled to any extension of Contract Time or Stipulated Sums for any costs incurred as a result of being ordered to stop Work for such cause.

**ARTICLE 10 – DISPUTES AND CLAIMS**

10.1 Dispute and Claim Procedures.

10.1.1 When the Design-Builder and the City fail to agree whether or not any work is within the scope of Contract Documents, the Design-Builder shall immediately perform such work upon receipt of a written notice to do so by the City. Within fourteen (14) days after receipt of such notice, the Design-Builder may submit a written protest to the City, specifying in detail what particular Contract Documents were exceeded, and approximate change in cost resulting so that the City will have notice of a potential claim.

Failure to submit a protest within the specified period shall constitute a waiver of any and all rights to an adjustment in Stipulated Sums and Contract Time due to such work, and the Design-Builder thereafter shall not be entitled to adjustment of Stipulated Sums or Contract Time. For any such work that is found to exceed Contract Documents, there shall be an adjustment in Stipulated Sums and Contract Time on the same basis as any other change in the Work.

10.1.1.1 The Design-Builder shall provide supporting data and shall provide and maintain records of costs attributable to disputes in similar manner as for Change Orders in Article 8, Changes in the Work.

10.1.1.2 The City and the Design-Builder will make every reasonable effort to resolve the dispute prior to proceeding to the next step.

10.1.1.3 Either the City or the Design-Builder may call a special meeting for the purpose of resolving the dispute. Such a meeting will be held within seven (7) days of the written request.

10.1.1.4 If the dispute as to the Contract Documents has not been resolved, the Design-Builder shall, within fourteen (14) days after the special meeting, take one or more of the following actions:

10.1.1.4.1 submit additional supporting data requested by the City;

10.1.1.4.2 modify the initial dispute;

10.1.1.4.3 notify the City that the initial dispute stands as is; or

10.1.1.4.4 withdraw the dispute. Once withdrawn, the dispute cannot be reopened by the Design-Builder.

10.1.1.5 If the dispute has not been resolved within seven (7) days after the Design-Builder's action in response to section 10.1.1.4, another meeting may be scheduled, at the City's option, with senior management personnel of the City and the Design-Builder. The

purpose of this meeting would be to resolve the dispute prior to proceeding to the action under Subparagraph 10.1.2, Dispute and Claim Procedures.

- 10.1.1.6 Any dispute not resolved by the above meetings shall be settled by the following procedure if the disputed amount is less than \$375,000. If the disputed amount is more than \$375,000, then the parties may proceed to arbitration unless the City and the Design-Builder agree in writing to waive arbitration and proceed to litigation.

For any disputes \$375,000 or less, the following procedure shall apply: Claims by the Contractor in the amount of \$375,000 or less in the aggregate, and all other disputes between the parties relating to the Contract Documents or the Project in the amount of \$375,000 or less in the aggregate (even if such claims are not expressly covered by the terms and provisions of Section 20104 et seq. of the California Public Contract Code), excluding tort claims, shall be made and processed pursuant to the terms and provisions of, and the procedures outlined in, California Public Contract Code Sections 20104, et seq. (as may be amended or recodified from time to time). All mediations and arbitrations shall take place at a location selected by the arbitrator in the City of Gonzales, California.

- 10.1.2 If a dispute has not been resolved at the time of the CITY's proposed Final Payment, the Design-Builder shall submit within thirty (30) days a claim along with detailed documentation required by Subparagraph 10.1.1, Dispute and Claim Procedures, for the CITY's consideration. The City of Gonzales will render a written decision to the Design-Builder relative to the claim. The CITY's written decision shall be final and binding on the party(s). The City of Gonzales may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. If there appears to be a possibility of a Design-Builder's default, the City of Gonzales may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- 10.1.3 Maintenance of Existence. Design-Builder covenants that it will remain in existence during the term of the Design Build Agreement and for a period of time five (5) years after Final Completion of the Project (the "Corporate Maintenance Period"). The purpose for which Design-Builder shall remain in existence during the Corporate Maintenance Period is to assure the City that Design-Builder will be able, during the Corporate Maintenance Period, to address and/or pay claims by the City against the Design-Builder if the City deems the Design-Builder to be insufficiently capitalized to be able, on its own to carry out its obligations hereunder (financial or otherwise). In the event a guarantee of the Design-Builder is required by the City, from the date of this Agreement and during the remainder of the Corporate Maintenance Period, then the guarantee shall be in the form of Exhibit C, Design-Builder's Guarantee.

**ARTICLE 11 – PROTECTION OF PERSONS AND PROPERTY**

11.1 Safety of Persons and Property.

11.1.1 The Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. The City shall have no responsibility for initiating, maintaining and supervising safety of persons and property.

11.1.2 The Design-Builder shall take precautions for safety and provide protection to prevent damage, injury or loss to:

11.1.2.1 Workers working under the Agreement and other persons who may be affected by it;

11.1.2.2 The Work and materials and equipment to be incorporated in it, whether in storage on or off the Project site, under care, custody or control of the Design-Builder or the Design-Builder's subcontractors or sub-subcontractors; and

11.1.2.3 Other property at the Project site, or adjacent to it, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement during the course of construction.

11.1.3 The Design-Builder shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, or their protection from damage, injury or loss.

11.1.4 The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract Documents, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the City, other owners (other than the City) and users of adjacent sites and utilities.

11.1.5 The Design-Builder shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of the Work. The Design-Builder shall employ properly qualified personnel for supervision of same.

11.1.6 The Design-Builder shall remedy damage and loss to property referred to in sections 11.1.2.2 and 11.1.2.3 caused in whole or in part by the Design-Builder, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under sections 11.1.2.2 and 11.1.2.3. The foregoing obligations of the Design Builder are in addition to the Design-Builder's obligations under Paragraph 12.3, Indemnification.

11.1.7 When conditions of the Work, in the judgment of the City, present unreasonable risk of injury or death to persons or property damage, the City, may direct the Design-Builder, at the Design-Builder's sole expense, to close down the Work and not commence work again until all dangerous conditions are eliminated.

11.1.8 The Design-Builder, at the Design-Builder's own cost, shall rebuild, repair, restore and make good any and all damages to any portion of the Work affected by such causes before its acceptance.

11.1.9 Design-Builder shall take all precautions to protect the Work, and all equipment, materials, and supplies related to the Work protected from trespassers, vandals, and protestors, including but not limited to hiring security personnel to guard and patrol the Project site throughout the duration of the Project's schedule until Final Completion is accomplished. Design-Builder shall bear the costs of such security.

## 11.2 Emergencies.

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's sole discretion, to prevent any threatened damage, injury or loss. Additional compensation or extension of Contract Time claimed by the Design-Builder because of an emergency will be reviewed as provided in Article 8, Changes in the Work. The Design-Builder shall maintain emergency vehicle access to the site at all times during the course of the project up to and including Final Acceptance of the work.



**ARTICLE 12 – INSURANCE, BONDS, AND INDEMNIFICATION**

12.1 Insurance.

12.1.1 Design-Builder's Insurance Requirements.

The insurance requirements specified herein shall cover Design-Builder's own liability and any liability arising out of the Work or services performed under this Agreement by any design professional, subcontractor, consultant, supplier, temporary worker, independent contractor, leased employee, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that Design-Builder authorizes to work under this Agreement. Design-Builder is required to procure and maintain at its cost and expense the insurance coverages subject to all of the requirements set forth below. Design-Builder is also required to assess the risks associated with Work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. Limits may be met by a combination of primary and excess coverage. In the event Design-Builder or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including (where applicable) provisions that the Design-Builder's insurance be primary without any right of contribution from the Owner. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under any excess or umbrella coverage. Prior to beginning the Work under this Agreement, Design-Builder shall provide the Owner (and any authorized insurance consultant of the Owner) with satisfactory evidence of compliance with the insurance requirements of this Article 12.1.

12.1.2 Workers Compensation and Employers' Liability Insurance.

The Design-Builder shall be prepared to procure and maintain Workers Compensation coverage with statutory limits as required by Section 3700 et seq. of the California Labor Code, as well as Employer's Liability coverage in amounts not less than:

1. \$2,000,000 for each accident for bodily injury by accident
2. \$2,000,000 for bodily injury by disease
3. \$2,000,000 for each employee for bodily injury by disease

Such insurance shall include a Waiver of Subrogation.

12.1.3 Professional Liability Insurance.

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the Owner and having minimum limits of liability of \$2 million per claim or occurrence and \$4 million annual aggregate. The policy shall include coverage for all professional

services and work performed under this Agreement. In addition, coverage shall include contingent bodily injury and property damage liability.

Professional liability insurance shall be maintained until Final Completion and include an extended reporting period of 5 years from Final Completion.

#### 12.1.4 Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least \$5 million per occurrence or claim and a general annual aggregate limit of at least \$10 million. Such insurance shall cover all of Design-Builder's operations on, and away from, the Work site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu).

This insurance shall include coverage for, but not be limited to:

1. Premises and operations;
2. Products and completed operations;
3. Personal injury; and
4. Advertising injury.

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured;
2. Separation of Insureds Clause;
3. Primary and Non-Contributory wording;
4. Waiver of Subrogation; and
5. Coverage must be on an occurrence basis.

#### 12.1.5 Commercial Automobile Liability Insurance.

Commercial Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2 million per accident or loss.

This insurance shall include coverage for, but not be limited to:

1. All owned vehicles;

2. Non-owned vehicles;
3. Hired or rental vehicles; and
4. Coverage will apply both at and away from Work site.
5. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  1. Additional Insured;
  2. Primary and Non-Contributory wording; and
  3. Waiver of Subrogation.

**12.1.6 Builder's Risk / All Risk Insurance.**

Before commencing any Work, the Design-Builder must procure "All Risk" Builder's Risk Insurance for the Work to be performed. Except for the deductible amount hereinafter allowed or as otherwise specifically authorized by the Owner, the amount of such insurance shall not be less than the Stipulated Sum . The policy for such insurance shall cover, at a minimum, losses due to: fire, explosion, hail, lightning, water, flood coverage, or other direct or indirect water damage of whatever type or nature, or spray from any of the foregoing, all whether or not driven by the wind, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke (excluding earthquake and tidal wave) through Final Completion. The policy must specify that coverage is to include all materials and equipment to be incorporated in the Project while at the construction site and while in transit.

Such policy shall name as the insured the Design-Builder, all subcontractors, each of their officers, employees and agents, and all parties named as Additional Insured in Article 12.1.8. A deductible amount of \$5,000 on all perils will be allowed, payable by the Design-Builder.

**12.1.7 Contractor Pollution Liability Insurance.**

Contractor Pollution Liability insurance coverage for bodily injury, property damage, and environmental damage with a combined single limit for bodily injury and property damage of at least \$5 million per occurrence or claim and a general aggregate limit of at least \$5 million. The policy shall also cover economic loss to the Owner. If Design-Builder disposes of Hazardous Materials and Substances under this Agreement, Design-Builder shall designate the disposal site and provide a certificate of insurance from the disposal facility to the Owner.

This insurance shall include coverage for, but not be limited to:

1. Sudden and accidental discharges;

2. Gradual discharges;
3. Clean-up of pollutants and disposal thereof;
4. Removal or treatment of Hazardous Materials and Substances; and
5. Mold, asbestos or lead, if an abatement Agreement.
6. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  1. Additional Insured;
  2. Separation of Insureds Clause;
  3. An MCS-90 Endorsement with a \$5,000,000 limit of liability, if Hazardous Materials and Substances will be transported;
  4. Waiver of Subrogation.

#### 12.1.8 Endorsements.

##### 12.1.8.1 Additional Insured

Except for the Workers' Compensation policy and Professional Liability policy, each of the referenced policies in this Article 12.1 and any Excess or Umbrella policies shall include as Additional Insureds: Swinerton Management & Consulting; the City of Gonzales, its councilmembers, officers, employees and agents while acting in such capacity (collectively "Additional Insureds"), and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

##### 12.1.8.2 Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of: the City of Gonzales, and its councilmembers, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

##### 12.1.8.3 Primary Insurance

The referenced policies and any Excess and Umbrella policies, except for the Contractor Pollution Liability coverage, shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Owner.

12.1.8.4 Separation of Insureds

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the City of Gonzales shall not in any way affect the City's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Design-Builder. The purpose of this coverage is to protect Design-Builder and the Owner in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to/ which the insurance company would have been liable if only one interest had been named as an insured.

12.1.9 Evidence of Insurance.

Prior to commencing Work or entering onto the Site, Design-Builder shall provide to Owner (and any authorized insurance consultant of Owner) a Certificate of Insurance with respect to each required policy to be provided by the Design-Builder under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. The Project name shall be clearly stated on the face of each Certificate of Insurance.

In addition, the Design-Builder shall promptly notify the Owner of the insurance expiration date and deliver to Owner a certificate of insurance that extends the coverage as necessary to maintain the specified insurance for the duration of the Project. Such certificate shall be delivered to Owner not less than 3 business days after the expiration date of any policy.

12.1.10 General Provisions.

12.1.10.1 Notice of Cancellation

Design-Builder must provide at least 30 days' prior written notice to the Owner if any of the above policies are non-renewed or cancelled.

12.1.10.2 Acceptable Insurers

All policies will be issued by insurers acceptable to the Owner (generally, with a Best's Rating of A: VII or better) and duly licensed to or authorized in California.

12.1.10.3 Self-insurance

Upon evidence of financial capacity satisfactory to the Owner and Design-Builder's agreement to waive subrogation against the Owner respecting any and all claims that may arise, Design-Builder's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

12.1.10.4 Failure to Maintain Insurance

All insurance specified above shall remain in force until all Work to be performed is satisfactorily completed, all of Design-Builder's personnel and equipment have been removed from the Owner property, and Final Completion. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

#### 12.1.10.5 Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the Design-Builder's start of Work (including subsequent policies purchased as renewals or replacements).
2. Design-Builder shall maintain similar insurance for at least 5 years following Final Completion, including the requirement of adding all additional insureds.
3. If insurance is terminated for any reason, Design-Builder agrees to purchase an extended reporting provision of at least 5 years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

#### 12.1.10.6 Deductibles and Retentions

Design-Builder shall be responsible for payment of any deductible or retention on Design-Builder's policies without right of contribution from the Owner. Deductible and retention provisions shall not contain any restrictions as to how, or by whom, the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Design-Builder or any Design-Builder contains a deductible or self-insured retention, and in the event that the Owner seeks coverage under such policy as an additional insured, Design-Builder shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Design-Builder, or any Design-Builder team member, even if Design-Builder (or any Design-Builder team member) is not a named defendant in the lawsuit.

## 12.2 Indemnification.

- 12.2.1 Indemnification. Design-Builder shall defend, indemnify, and hold harmless the City of Gonzales and its councilmembers, officers, employees, Swinerton, Inc (dba: Swinerton Management & Consulting,) and its subconsultants and agents, and their successors and assigns (collectively referred to as "Indemnitees") from and against all third party claims, demands, liability, suits, actions, costs or expenses (including reasonable attorneys' fees) for any and all loss or damage,

including, but not limited to, personal injury or property damage, arising out of or resulting from allegations of:

1. The failure or alleged failure by any Design-Builder team member to comply with any applicable law, order, citation, rule, regulation, standard, ordinance or statute, including rules and regulations imposed by Cal-OSHA and caused by the act or omission of the Design-Builder;
2. The negligent act, omission, misconduct, or fault, or the alleged negligent act, omission, misconduct or fault of any Design-Builder team member;
3. Any and all claims by any governmental or taxing authority claiming unpaid taxes based on gross receipts, purchases or sales, the use of any property or income of any Design-Builder team member with respect to any payment for the Work made to or earned by the Design-Builder team member under the Contract Documents;
4. Any and all stop payment notices and/or liens filed in connection with the Work, including all expenses and attorneys' fees incurred by the City in discharging any stop payment notice or lien, provided that the City is not in default on payments owing to the Design-Builder with respect to such Work;
5. Failure of the Design-Builder to comply with the Insurance provisions set forth in Article 12.1;
6. Any release of Hazardous Materials & Substances:
  1. Brought onto the Site by any Design-Builder team member; or
  2. Where the removal or handling involved negligence, willful misconduct, or breach of Contract by any Design-Builder team member.

Nothing in this section shall require the Design-Builder to defend, indemnify or hold harmless the Indemnitees for the Indemnitees' sole negligence, willful misconduct, or active negligence.

- 12.2.2 Indemnification for Infringement of Intellectual Property Rights. The Design-Builder agrees to fully defend, indemnify, and hold harmless the Indemnitees against any demand, claim, cause of action, suit, proceeding, or judgment that design, service, method, or product called for and provided by the Design-Builder or any Design-Builder team member (herein called "deliverables") that infringes or allegedly infringes any patent, copyright, trademark, service mark, trade dress, utility model, industrial design, mask work, trade secret, or other proprietary right of a third party (collectively "Intellectual Property Right").

The Design-Builder shall pay any and all costs of such defense and settlement (including interest, fines, penalties, costs of investigation, costs of appeals, and attorney 's fees), and will pay any and all costs and damages finally awarded against any of the Indemnitees. The Design-Builder shall have the exclusive right to conduct its legal defense.

In the event that any deliverable furnished hereunder, or called for in any design or services provided under this Agreement, is in any suit, proceeding, or judgment held to constitute an infringement on any third party's Intellectual

Property Right, and its use is enjoined, the Design-Builder shall, at its own expense, accomplish one of the following:

- a. Procure the fully paid-up, irrevocable, and perpetual right for the City to continue using the deliverable;
- b. Modify the deliverable; or
- c. Provide for the replacement of the deliverable with an alternative product that is functionally equivalent to the deliverable.

If the Design-Builder is unable to provide the City with one of the forms of relief described above, the Design-Builder shall also reimburse to the City the total paid by the City for the deliverable that is held to constitute an infringement.

12.2.3 Indemnification for Design Defects. To the fullest extent permitted by law, the Design-Builder shall fully defend (with counsel acceptable to the City), indemnify, and hold harmless Indemnitees from any and all claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs), losses, or liabilities of whatsoever nature to the extent they arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Design-Builder, its employees, any of the Design-Builder's Design Professionals or Subcontractors of any tier, or anyone for whom Design-Builder or any of its Design Professionals or Subcontracts may be liable, in relation to any of their design services, including but not limited to errors, omissions, inconsistencies, inaccuracies, deficiencies, or other defects whether or not contained in the Construction Documents furnished by the Design-Builder, and whether or not such errors, omissions, inconsistencies, inaccuracies, deficiencies, or other defects were also included in the Design Criteria Documents provided by the City. The Design-Builder agrees that, because the City's Design Criteria Documents are preliminary and conceptual in nature and are subject to review and modification by the Design-Builder, such documents shall not be deemed a "design furnished" by the City or any of the other Indemnitees, as the term "design furnished" is used in Civil Code Section 2782, and that this clause is governed by Civil Code Section 2782.8. In addition, Design-Builder shall defend the City, with counsel reasonably acceptable to City to the extent of Design-Builder's proportionate percentage of fault for the underlying claim.

12.2.4 Exception. The indemnification provisions in this Section 12.2 will extend to claims occurring after this Agreement is terminated as well as while it is in force. However, Design-Builder will not be obligated to indemnify or provide a defense to the Indemnitees from claims arising from the sole negligence, willful misconduct, or active negligence of the Indemnitees. Nothing contained in Section 12.2 will be construed to impose any obligation in conflict with the provisions of Civil Code section 2782 and/or Insurance Code section 11580.04. In the event of a conflict, the provision conflicting with Civil Code section 2782 and/or Insurance Code section 11580.04 will be modified to limit Design-Builder's obligations to the greatest extent permitted by law. The section does not apply to the duty to defend claims arising from design defects, which obligation is addressed separately in Section 12.2.3.



12.2.5 Duty to Defend. Except as expressly provided herein, the Design-Builder will defend all claims defined in Section 12.2 at its own cost, expense and risk and pay and satisfy any judgment or decree that may be rendered against any Indemnitee arising out of a claim, or reimburse Indemnitee(s) for any and all legal expenses incurred by any of them in connection with the claim or in enforcing the indemnity granted in this section. The duty to defend will apply, and Design-Builder will be required to furnish a defense, regardless of whether the matter has been adjudicated. The City shall have the right to approve counsel defending it, which approval will not be unreasonably withheld. Following the resolution of any such dispute, the City shall reimburse Design-Builder for the costs incurred by Design-Builder for any Indemnitees' defense, to the extent of the City's proportionate responsibility or fault, as determined by court or arbitrator or as agreed by settlement or otherwise.

12.3 No Personal Liability.

No officer, elective and appointive official, employee, or consultant of the City of Gonzales will be personally responsible for liabilities arising under this Design-Build Agreement.

12.4 Performance Bond and Payment Bonds.

12.4.1 The Design-Builder shall furnish to the CITY, prior to the execution of any contract, surety bonds in favor of the City of Gonzales in the amounts of not less than one hundred (100%) of the amount of Contract, to guarantee faithful performance of Contract and a payment bond, each in the form attached to the Design-Build Agreement. The Bonds shall be issued by a California admitted surety with a rating classification of "A XIII" or better according to Best's Rating Service.

12.4.2 The City of Gonzales acknowledges that any faithful performance and payments bonds provided by the Design-Builder shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by the Design-Builder or its consultants. The City of Gonzales waives and releases all claims against such sureties arising out of or relating to such professional errors and omissions; such release, however, does not apply to a failure to provide professional services where required under the Contract, and the performance bonds shall include the costs of such services. Professional Liability insurance shall be primary insurance in settling claims related to Errors and Omissions.

**ARTICLE 13 – SEPARATE CONTRACTS**

13.1 City's Right to Perform Construction and to Award Separate Contracts.

13.1.1 The City reserves the right to perform work or operations related to the Project with the City's own work force, and to award separate contracts in connection with other portions of work or other construction or operations on the Project site.

13.1.2 When separate contracts are awarded for different portions of work or for other construction or operations on the Project site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate agreement.

13.1.3 The City will provide for coordination of the activities of the City's own work force and of each separate Contractor with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate Contractors and the City in reviewing and revising their Baseline Schedules when directed by the City. The resulting Baseline Schedules shall then constitute the schedules to be used by the Design-Builder, separate Contractors and the City.

13.1.4 The City reserves the right to perform other work in connection with the Project or adjacent to the Project site by separate contract or otherwise. The Design-Builder shall at all times conduct the Work so as to impose no hardship on the City or others engaged in separate work on the Project site, nor to cause any unreasonable delay or hindrance to the separate work.

13.2 Mutual Responsibility.

13.2.1 The Design-Builder shall afford the City and other Contractors the opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractors construction and operations with theirs as required by the Contract Documents.

13.2.2 If part of the Design-Builder's work relies on proper execution or results upon construction or operations by the City or separate Contractors, the Design-Builder shall, prior to proceeding with that portion of the work, report to the City apparent discrepancies or defects in other construction that would render it unsuitable for proper execution and results. Failure of the Design-Builder to report any discrepancies or defects shall constitute an acknowledgment that the City's or separate Contractors' complete or partially completed construction is fit and proper to receive the Design-Builder's work.

13.2.3 The Design-Builder shall promptly remedy damage wrongfully caused by the Design-Builder to any completed or partially completed construction or to any property of the City or separate Contractors.

13.2.4 The City and each separate Contractor shall have the same responsibilities for cutting and patching as are described in Paragraph 3.7, Cutting and Patching.

**ARTICLE 14 – MISCELLANEOUS**

14.1 Statutory Public Works Contract Requirements.

The following requirements apply to all public works construction work performed under this Agreement.

- 14.1.1 Public Works Registration. Design-Builder or its contractor, and all subcontractors, must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Design-Builder shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner on a monthly basis, and in a format prescribed by the Labor Commissioner. Design-Builder must also post notices at the work site pursuant to Title 8 California Code of Regulations Section 16451.
- 14.1.2 Use of Subcontractors. Design-Builder shall not subcontract any work to be performed by it under this Agreement without the prior written approval of City, which approval will not be unreasonably withheld. Design-Builder shall be solely responsible for reimbursing any subcontractors and City shall have no obligation to them. Attention is directed to the requirements of Section 4100 to 4113, inclusive of the California Public Contract Code which are applicable to the work covered by this Agreement.
- 14.1.3 Prohibition Against Contracting with Debarred Subcontractors. Design-Builder is prohibited from performing work on this Project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- 14.1.4 Prompt Payment to Subcontractors. Design-Builder shall pay any subcontractors approved by City for work that has been satisfactorily performed no later than seven (7) days from the date of Design-Builder's receipt of progress payments by City. Within thirty (30) days of receipt of retention by Design-Builder and satisfactory completion of all work required of the subcontractor, Design-Builder shall release any retention payments withheld to the subcontractor. In the event Design-Builder does not make progress payments or release retention to the subcontractors in accordance with the time periods in this section, Design-Builder will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment. City may require Design-Builder to provide documentation satisfactory to City of Design-Builder's compliance with this requirement as a condition of final payment and release of contract retentions, if any.
- 14.1.5 Payment Bond for Construction Work. Pursuant to Civil Code Section 9550, Design-Builder shall furnish to City a Payment Bond in the amount of all equipment and construction costs, to provide City with security for Design-Builder's full payment to workers and subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the

work applicable to this section. Design-Builder shall utilize the form of payment bond provided by the City.

14.1.6 Labor Code Provisions. In the performance of this Contract, Design-Builder's attention is directed to the following requirements of the Labor Code:

14.1.6.1 Hours of Labor.

Eight hours labor constitutes a legal day's work. Design-Builder shall forfeit, as penalty to City, \$25 for each worker employed in the performance of the Agreement by Design-Builder or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Design-Builder in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.

14.1.6.2 Prevailing Wages.

Design-Builder shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Design-Builder shall forfeit as a penalty to City an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Design-Builder. Pursuant to the provisions of Section 1773 of the Labor Code, City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at City and are available for review upon request. Additionally, the Design-Builder shall be in compliance with the Federal Davis-Bacon Act prevailing wage requirements. Design-Builder must comply with the latest Federal Wage Decisions and all record keeping requirements of the Davis Bacon Act. Where State and Federal guidelines differ, the strictest of the two will be followed.

14.1.6.3 Payroll Records.

The Design-Builder's attention is directed to the following provisions of Labor Code Section 1776. The Design-Builder shall be responsible for the compliance with these provisions by his subcontractors.

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1. The Design-Builder and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
2. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Design-Builder on the following basis:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - b. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - c. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Design-Builder, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Design-Builder.
3. (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
4. (d) The Design-Builder shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
5. (e) Any copy of records made available for inspection as copies and furnished upon request to the public or City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Design-Builder shall not be marked or obliterated.
6. (f) The Design-Builder shall inform City of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

7. (g) In the event of noncompliance with the requirements of this Section, the Design-Builder shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Design-Builder shall, as a penalty the State or City, forfeit Twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Design-Builder.
8. (h) The Design-Builder and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

14.1.6.4      Labor Non-discrimination.

Attention is directed to Section 1735 of the Labor Code which provides that Design-Builder shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Design-Builder further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

14.1.6.5      Apprentices.

The Design-Builder and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment and of apprentices.

Additionally, Design-Builder shall conduct four (4) Career Days in coordination with the local high school to give students exposure to many of the different construction trade jobs available to them. The Construction Career Days event is to be an opportunity for the local youth to obtain hands-on experience on what the construction trades are all about and all the advantages it can offer them in pursuing a career in a skilled trade.

14.1.7 Skilled and Trained Labor Force Requirements. Design-Builder agrees to comply with all requirements related to providing a skilled and trained workforce, pursuant to Public Contract Code section 22164(c), and Public Contract Code sections 2600-2603.

14.1.8 Retention on Progress Payments. City will deduct and hold in retention five percent (5%) from each progress payment to Design-Builder for construction work, or portion thereof. The remainder, less any other deductions taken in accordance with the Agreement, will be paid to Design-Builder as progress payments.

- 14.1.9 Securities in Lieu of Retention. Pursuant to Public Contract Code Section 22300, Design-Builder may elect, in lieu of having progress payments retained by City, to deposit in escrow with City, or with a bank acceptable to City, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Builder and City. If Design-Builder elects to submit securities in lieu of having progress payments retained by City, Design-Builder shall, at the request of any subcontractor performing more than 5% of Design-Builder's total bid, make the same option available to the subcontractor.
- 14.1.10 Assignment of Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials, Design-Builder or subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Design-Builder, without further acknowledgement by the parties.
- 14.1.11 Third-Party Claims. Pursuant to Public Contracts Code Section 9201, City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall provide for timely notification to Design-Builder of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.
- 14.1.12 Utility Relocation. Design-Builder is solely responsible for the location of all underground utility facilities that may conflict with the Project, as delineated in the Design Criteria Documents (Technical Specifications and Drawings). . Accordingly, the provisions of Government Code section 4215 shall not apply to this Project, and Design-Builder is solely responsible for all costs and delays incurred as a result of utility conflicts that were not identified by the Design-Builder prior to commencement of construction.
- 14.1.13 Trenching, Shoring, and Differing Site Conditions.
- 14.1.14 Compliance. Design-Builder will comply with Labor Code sections 6500, 6705, and 6707, and Public Contract Code section 7104 regarding trenching and shoring.
- 14.1.15 Permit Requirements for Trenches 5'-0" or More in Depth. Design-Builder agrees to comply in full with Section 6500 of the Labor Code and to provide the required permits prior to the initiation of any work, method, operation or process that involves: (i) construction of trenches or excavations that are 5'-0" or deeper and into which a person is required to descend; (ii) the construction of any building, structure, falsework, or scaffolding more than 3 stories high or the equivalent height; (iii) the demolition of any building, structure, falsework, or scaffold more than 3 stories high or the equivalent height; or (iv) the underground use of diesel engines in work in mines and tunnels.
- 14.1.16 Detailed Plans for Trenches 5'-0" or More in Depth. In compliance with Labor Code section 6705, the Design-Builder will submit to the City's Project Manager, in

advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5'-0" or more in depth. If the plan varies from shoring system standards, the plan will be prepared by a registered civil or structural engineer. The plan will not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

1. Excavations Deeper than 4'-0". If Work under this Agreement involves digging trenches or other excavation that extends deeper than 4'-0" below the surface, Design-Builder will promptly, and before the following conditions are disturbed, notify City's Project Manager, in writing, in accordance with Public Contract Code section 7104, of any:

Material that the Design-Builder believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

Subsurface or latent physical conditions at the site differing from those indicated.

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the construction work of the character provided for in the Bid Documents and under this Agreement.

2. Differing Site Conditions. Design-Builder's notice to City shall be issued by telephone or in person and followed within 24 hours thereafter by written notice, providing a brief description of why the condition encountered is considered a Differing Site Condition. Promptly upon receipt of Design-Builder's notice, City will investigate the site conditions. If, during construction, the Design-Builder encounters an alleged Differing Site Condition, the Design-Builder shall immediately give written notice and may continue work; provided however that the following documents and information shall be submitted on a daily basis:

1. Digital photographs (paper and electronic copy) that detail the Differing Site Conditions;
2. An electronic copy of the pertinent data (e.g. settlement monitoring data, boring logs, dewatering production rates, etc.) for the previous 24 hours;
3. As applicable, sample of soil and groundwater in the alleged Differing Site Condition area;
4. Design-Builder's applicable daily reports for each day that the alleged Differing Site Condition exists; and



5. Detailed daily records (which shall include, but not be limited to, labor and equipment), describing the alleged Differing Site Conditions and the impact the Differing Site Conditions are having on the progress of the construction.

Immediate written notice shall describe the specific ground conditions encountered and the measures taken to deal with the ground conditions. The Design-Builder will provide the City with written notice within 5 business days discovery of an Unforeseen and Differing Site Condition. The City will promptly investigate the conditions, and if the City finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Design-Builder's Stipulated Sum or Contract Time for any part of the Work, the City will issue a Change Order under Section 9 of the Agreement. If it is determined that physical conditions at the site are not materially different from those indicated in Bid Documents or that no change in terms of the Contract Documents is justified, the City will notify Design-Builder in writing, stating reasons the Design-Builder will not be entitled to an adjustment in the Stipulated Sum or Contract Time. Such reasons may include any of the following:

Design-Builder knew of the existence of the conditions at the time Design-Builder submitted its proposal; or

Design-Builder should have known of the existence of the conditions as a result of having complied with the requirements of Contract Documents; or

The information or conditions claimed by Design-Builder to be latent or materially different consist of information, conclusions, opinions or deductions of the kind that precludes reliance upon; or

Design-Builder was required to give written notice of differing site conditions under the Contract Documents and failed to do so within the time required.

The Design-Builder will not be excused from the Contract Time to complete its Work and will proceed with all Work to be performed under the Agreement unless or until it is determined that Design-Builder is entitled to an adjustment under Article 7 of the Agreement. If the Design-Builder disagrees with the decision regarding an alleged Differing Site Condition, Design-Builder may pursue a claim under Article 10 of this Agreement.

14.1.17 Design-Builder's License Requirements. Design-Builder and any approved subconsultants (for architectural design, engineering, construction project management services) or subcontractors shall hold such current and valid licenses as required by California Law, including the Department of Industrial Relations (DIR) contractor and subcontractor registration requirements articulated in part by Cal. Labor Code section 1725.5.

14.1.18 Examination and Audit of Records. Pursuant to Government Code Section 8546.7, Design-Builder shall retain all project-related records for a period of 3 years after final payment on this Agreement, which shall be subject to audit or inspection by the City or the State Auditor during this period.

14.1.19 Safety Requirements. The Design-Builder shall promptly and fully comply with and carry out, and shall without separate charge therefore to the City, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Design-Builder. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to City, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Design-Builder's responsibility to furnish only such material, equipment and facilities.

14.1.20 Notice of Third-Party Claims. Pursuant to Public Contract Code section 9201, the City will provide Design-Builder with timely notification of the receipt of any third-party claim relating to the Agreement.

14.1.21 Assignment of Anti-Trust Actions. Pursuant to Public Contract Code section 7103.5 and Government Code sections 4554 and 4553, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Design-Builder, its Design Professionals and Subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Agreement or any Subcontract. This assignment will be made and become effective at the time the City makes final payment to the Design-Builder, without further acknowledgment by the parties.

#### 14.2 Governing Law.

This Agreement shall be governed by the laws of the State of California. The venue for any action or proceeding, in law or equity, which may be brought in connection with this Agreement is the county in which the City administration office is located.

#### 14.3 Successors.

The City and the Design-Builder respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other party and to shareholders, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party shall assign the Agreement as a whole without the written consent of the other party. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all of its obligations under the Agreement and the Contract Documents.

14.4 Notice.

Written notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally, by electronic mail including delivery receipt, by facsimile, by registered or certified first-class U.S. mail, return receipt requested with postage pre-paid, or by commercial courier. Written notice shall be deemed to have been duly served on the date of delivery if delivered in person, by electronic mail, or by facsimile, on the first working day after deposit if delivery by overnight courier, or two (2) working days after deposit of delivery by placing in the U.S. mail as provided herein. All notices shall be addressed to the appropriate Authorized Representative, as follows:

Design-Builder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City:

Patrick Dobbins  
Public Works Director/City Engineer  
City of Gonzales  
P.O. Box 647  
147 Fourth St  
Gonzales, CA 93926

14.5 Modifications.

No modifications or Change Orders shall be valid unless in writing and signed by the City and the Design-Builder or their respective permitted successors and assigns.

14.6 Meaning of Words.

Any and all headings used in this Agreement are for convenience only and do not modify, define or limit the provisions of it. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms of this Agreement. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. Where reference is made in this Agreement or to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

14.7 Severability.

If any provision of this Agreement is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering any other provision contained herein to be inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part of it, and the remaining portions shall otherwise remain in full force and effect.

**14.8 Whole Agreement.**

This Agreement and any and all exhibits, the Design-Builder's Proposal which is incorporated by reference, and the Contract Documents shall constitute the entire agreement between the Parties, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed in this Agreement. By incorporating the Design-Builder's Proposal as part of this Agreement, the City does not accept any provision of the Proposal that is not in conformance with the criteria of the Request for Proposal.

**14.9 Record Retention and Audits.**

Design-Builder agrees that the City, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be reasonably satisfactory to the City and shall be in accordance with generally accepted accounting standards.

Design-Builder shall retain all records, books, correspondence, instructions, drawings, receipts, subcontracts, vouchers, memoranda and other data relating to this Design-Build Agreement for a period of five (5) years after Final Payment under this Agreement, or for such longer period as may be required by law. Design-Builder agrees to allow the City to audit this Agreement, including all financial and performance records, and to allow access to all records to City's auditor(s) during normal business hours and to allow interviews of any employees who might reasonably have information related to such records, and not withhold relevant information. Further, Design-Builder agrees to include a similar right of the City to audit records and interview staff in any subcontract related to performance of this Agreement.

**14.10 Deliverables.**

The Design-Builder is responsible for delivery to the City certain drawings, schedules, reports, samples and other documents as described in the Contract Documents.

**14.11 Waiver.**

No waiver of any condition, requirement or right expressed in this Agreement shall result from any forbearance of the City to declare a default.

14.12 Attorneys' Fees and Costs.

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

14.13 Computer Software.

Design-Builder certifies that it has appropriate systems and controls in place to ensure that City funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14.14 Independent Contractor Status.

While engaged in the performance of this Agreement, the Design-Builder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the City. Design-Builder shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Design-Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**ARTICLE 15 – EXECUTION OF THE AGREEMENT**

The parties have executed this Agreement the day and year first written above.

DESIGN-BUILDER \_\_\_\_\_

By: \_\_\_\_\_  
[Insert Name, Title]

City of Gonzales, a Political Subdivision of the State of California

By: \_\_\_\_\_  
Mark Hartunian, City Manager

**EXHIBIT E – PROJECT MILESTONE SCHEDULE**

The Project Milestone Schedule below identifies the major events for the Project. The Design-Builder confirms that the Contract Time and Milestones allow a reasonable period of time for completing the work under the Project.

There are four (4) distinct Notices to Proceed:

- 00 50 01 Notice to Proceed with Design, Phase 1
- 00 50 02 Notice to Proceed with Construction, Phase 1
- 00 50 03 Notice to Proceed with Design, Phase 2
- 00 50 04 Notice to Proceed with Construction, Phase 2

Phase 1:

- Complete Construction Documents                      210 calendar days from NTP with Design
- Substantial Completion                                      510 calendar days from NTP with Construction
- Final Completion    555 calendar days from NTP with Construction

Phase 2:

- Complete Construction Documents                      200 calendar days from NTP with Design
- Substantial Completion                                      365 calendar days from NTP with Construction
- Final Completion    410 calendar days from NTP with Construction

END OF SECTION

DOCUMENT 00 50 01

NOTICE TO PROCEED WITH DESIGN  
PHASE 1

Dated: \_\_\_\_\_

TO: [name of Design-Build Entity]  
(Design-Build Entity)

ADDRESS: [address]

PROJECT: CITY OF GONZALES COMMUNITY CENTER COMPLEX

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 2023, for the Gonzales Community Center. By that date, you are to start performing your design obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 50 00 Agreement, the date of Substantial Completion of is \_\_\_\_\_, 2025, the date of Final Completion is \_\_\_\_\_, 2025.

**Before you may start any Work at the site, you must:**

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CITY OF GONZALES

By: \_\_\_\_\_  
[Name of Project Manager]  
Project Manager

END OF DOCUMENT



**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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January 31, 2023

00 50 01 - 2

Notice to Proceed with Design  
Phase 1

DOCUMENT 00 50 02

NOTICE TO PROCEED WITH CONSTRUCTION  
PHASE 2

Dated: \_\_\_\_\_

TO: [name of Design-Build Entity]  
(Design-Build Entity)

ADDRESS: [address]

PROJECT: CITY OF GONZALES COMMUNITY CENTER COMPLEX

You are hereby authorized to start performing your construction obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 50 00 Agreement, the date of Substantial Completion of [description of project increment] is \_\_\_\_\_, **2025**, the date of Final Completion is \_\_\_\_\_, **2026**.

**Before you may start any Work at the site, you must:**

\_\_\_\_\_  
\_\_\_\_\_

CITY OF GONZALES

By: \_\_\_\_\_  
[Name of Project Manager]  
Project Manager

END OF DOCUMENT

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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**DOCUMENT 00 50 01**

**NOTICE TO PROCEED WITH DESIGN  
PHASE 2**

Dated: \_\_\_\_\_

TO:           **[name of Design-Build Entity]  
(Design-Build Entity)**

ADDRESS:   **[address]**

PROJECT:       **CITY OF GONZALES COMMUNITY CENTER COMPLEX**

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 2023, for the Gonzales Community Center. By that date, you are to start performing your design obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 50 00 Agreement, the date of Substantial Completion of is \_\_\_\_\_, **2025**, the date of Final Completion is \_\_\_\_\_, **2025**.

**Before you may start any Work at the site, you must:**

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CITY OF GONZALES

By: \_\_\_\_\_  
[Name of Project Manager]  
Project Manager

**END OF DOCUMENT**

January 31, 2023

00 50 03 - 1

Notice to Proceed with Design  
Phase 2

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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DOCUMENT 00 50 04

NOTICE TO PROCEED WITH CONSTRUCTION  
PHASE 2

Dated: \_\_\_\_\_

TO: [name of Design-Build Entity]  
(Design-Build Entity)

ADDRESS: [address]

PROJECT: CITY OF GONZALES COMMUNITY CENTER COMPLEX

You are hereby authorized to start performing your construction obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 50 00 Agreement, the date of Substantial Completion of [description of project increment] is \_\_\_\_\_, **2025**, the date of Final Completion is \_\_\_\_\_, **2026**.

**Before you may start any Work at the site, you must:**

\_\_\_\_\_  
\_\_\_\_\_

CITY OF GONZALES

By: \_\_\_\_\_  
[Name of Project Manager]  
Project Manager

END OF DOCUMENT

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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**DOCUMENT 00 50 10**

**NOTICE OF AWARD**

Dated \_\_\_\_\_, 2023

TO: "\_\_\_\_\_"

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

CONTRACT FOR:  
**CITY OF GONZALES COMMUNITY CENTER COMPLEX**

The Contract Sum of your contract is "\_\_\_\_\_" Dollars (\$ \_\_, \_\_, 000.00).

1. DBE shall provide the City with six (6) hard copies and one (1) electronic copy of the DB documents. DBE may use the City's reprographics firm, for cost effective pricing.
2. You must comply with the following conditions by 4:00 p.m. on "\_\_\_\_\_"
  - a. Deliver to City two fully executed counterparts of Specification 00 50 00, (Agreement).
  - b. Deliver to City one original Specification 00 61 50 (Construction Labor and Material Payment Bond) executed by you and your surety.
  - c. Deliver to City one (1) original set of the insurance certificates with endorsements required per Specification 00 50 00 (Agreement)
  - d. Deliver to City two original copies of Specification 00 62 00 (Guaranty), each executed by you.
3. Failure to comply with these conditions within the time specified will entitle City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within ten (10) Days after you comply with the conditions in paragraph 2 of this Specification 00 50 03 (Notice of Award), the City will return to you one fully executed copy of Specification 00 50 00 (Agreement) from the Contract Documents.
5. Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.



**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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6. Send all of the required above listed items to:

**City of Gonzales  
PO Box 647  
Gonzales, CA 93926**

CITY OF GONZALES  
("City")

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

Patrick Dobbins  
Public Works Director/City Engineer

**END OF DOCUMENT**

DOCUMENT 00 50 20

NOTICE OF INTENT TO AWARD DESIGN-BUILD CONTRACT

DATE POSTED: [insert date]

PROJECT NUMBER:

PROJECT TITLE: CITY GONZALES COMMUNITY CENTER COMPLEX

Trevin Barber, City Manager of the City of Gonzales, intends to recommend to the City Council of the City of Gonzales on [Month Day, Year] the award of the above-referenced Project to **[Name of Design-build Entity]**.

If approved, a formal Notice of Award will be issued.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

[\_\_\_\_\_] ,  
[Name]  
[\_\_\_\_\_] ,  
[Title]

END OF DOCUMENT

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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SECTION 00 51 50

**ESCROW BID DOCUMENTATION**

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**1. Requirement to Escrow Bid Documentation**

- a. DBE shall submit, within seven (7) days after the date of the Notice of Award, one copy of all documentary information received or generated by DBE in preparation of its Proposal or Bid for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the DBE will be held in escrow for the duration of the Contract.
- b. DBE agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its Proposal or Bid, and that no other written Proposal or Bid preparation information shall be considered in resolving disputes or claims. DBE also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by City except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. DBE's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the DBE fail to make the submission within the allowed time specified above, City may deem the DBE to have failed to enter into the Contract, and City may award the Contract to the next highest-ranking Proposer or Bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL CITY ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the DBE to the City.

**2. Ownership of Escrow Bid Documentation**

- a. The Escrow Bid Documentation is, and shall always remain, the property of DBE, subject to review by City, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside DBE's business, known only to a limited extent and only by a limited number of employees of DBE, safeguarded while in DBE's possession, extremely valuable to DBE, and could be extremely valuable to DBE's competitors by virtue of it reflecting DBE's contemplated techniques of construction. Subject to the provisions herein, City agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

**3. Format and Contents of Escrow Bid Documentation**

- a. DBE may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in English.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the DBE to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into DBE's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the DBE's usual format. The DBE's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Proposal or Bid Documentation provided by City should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

**4. Submittal of Escrow Bid Documentation**

- a. The Escrow Bid Documentation shall be submitted by the DBE in a sealed container within seven (7) days after the date of the Notice of Award. The container shall be clearly marked on the outside with the DBE's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both City and DBE".
- b. By submitting Escrow Bid Documentation, DBE represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the Proposal or Bid and that the DBE has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If DBE's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by DBE, shall provide separate Escrow Documents to be included with those of DBE. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for DBE.
- d. If DBE wishes to subcontract any portion of the Work after award, City retains the right to require DBE to submit Escrow Documents for the Subcontractor before the subcontract is approved.

**5. Storage, Examination and Final Disposition of Escrow Bid Documentation**

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by DBE for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both City's and DBE's offices.
- b. The Escrow Bid Documentation shall be examined by both City and DBE, at any time deemed necessary by either City or DBE, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by DBE.

Examination of the Escrow Bid Documentation is subject to the following conditions:

- (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.

- (2) City and DBE shall each designate, in writing to the other party seven (7) days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
  - (3) Access to the documents may take place only in the presence of duly designated representatives of both City and DBE. **If DBE fails to designate a representative or appear for joint examination on seven (7) days notice, then the City representative may examine the Escrow Bid Documentation alone upon an additional three (3) days notice if a representative of DBE does not appear at the time set.**
- c. The Escrow Bid Documentation will be returned to DBE at such time as the Contract has been completed and final settlement has been achieved.

**END OF SECTION**

SECTION 00 51 60

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

P.C.C. Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Gonzales (hereinafter "City of Gonzales"), whose address is \_\_\_\_\_, California, and \_\_\_\_\_ whose place of business is located at \_\_\_\_\_, ("DBE"); and \_\_\_\_\_, a state or federally chartered bank in the state of California, whose place of business is located at \_\_\_\_\_, ("Escrow Agent").

For the consideration hereinafter set forth, City of Gonzales, DBE, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, DBE has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City of Gonzales pursuant to the Construction Contract No. \_\_\_\_\_ entered into between City of Gonzales and DBE for the \_\_\_\_\_, in the amount of \_\_\_\_\_ dated, \_\_\_\_\_, 20\_\_\_\_, (the "Contract"). Alternatively, on written request of DBE, City of Gonzales shall make payments of the retention earnings directly to Escrow Agent. When DBE deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City of Gonzales within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between City of Gonzales and DBE. Securities shall be held in name of \_\_\_\_\_, and shall designate DBE as beneficial owner.
2. City of Gonzales shall make progress payments to DBE for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When City of Gonzales makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of DBE until the time that the escrow created under this Escrow Agreement is terminated. DBE may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when City of Gonzales pays Escrow Agent directly.



**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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4. DBE shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City of Gonzales. These expenses and payment terms shall be determined by City of Gonzales, DBE, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of DBE and shall be subject to withdrawal by DBE at any time and from time to time without notice to City of Gonzales.
6. DBE shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City of Gonzales to Escrow Agent that City of Gonzales consents to withdrawal of amount sought to be withdrawn by DBE.
7. City of Gonzales shall have the right to draw upon the securities in event of default by DBE as determined solely by City of Gonzales. Upon seven (7) days written notice from City of Gonzales to Escrow Agent of an event of default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City of Gonzales.
8. Upon receipt of written notification from City of Gonzales certifying that the Contract is final and complete, and that DBE has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to DBE all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from City of Gonzales and DBE pursuant to Paragraphs 5, 6 and 8, inclusive, of this Escrow Agreement, and City of Gonzales and DBE shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above. With respect to paragraph 7, Escrow Agent shall rely solely on City of Gonzales's notification that an event of default has occurred, and shall disregard DBE's notifications that may claim to the contrary.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City of Gonzales and on behalf of DBE in connection with the foregoing, and exemplars of their respective signatures are as follows:

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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On behalf of City of Gonzales:

On behalf of DBE:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

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On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

At the time of Escrow Account is opened, City of Gonzales and DBE shall deliver to Escrow Agent a fully executed of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of City of Gonzales:

On behalf of DBE:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

ACCOUNT #: \_\_\_\_\_  
(For Escrow Deposit)

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

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**END OF SECTION**

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**CITY OF GONZALES**

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**Gonzales Community Center Complex  
Design-Build Contract New Building Construction**

**CITY OF GONZALES**

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**SECTION 00 52 00**

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**PRE-PROPOSAL MEETING AGREEMENT AND WAIVER OF CLAIMS**

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This Agreement and Waiver of Claims (“Agreement and Waiver”) is made and entered into by and between the City of Gonzales (“City”), and pre-qualified Proposers

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\_\_\_\_\_ (hereinafter “Proposer(s)”).

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RECITALS

1. Pursuant to its “Request for Pre-Qualification of Design-Build Entities for the City of Gonzales Community Center Complex,” dated \_\_\_\_\_, City pre-qualified \_\_\_ Design-Build Entities, the Proposers, to submit Proposals to design and construct Project No. 11889.
2. On \_\_\_\_\_, City issued to Proposers a “Request for Proposals from Design Build Entities. In that Request, City listed certain mandatory pre-Proposal conferences to be attended by Proposers. City also stated that additional pre-Proposal meetings may be scheduled as required by City - see Section 00 10 00 (Request for Proposals). The purpose of this Agreement and Waiver is to define and enable such additional pre-Proposal meetings.
3. By their execution of this Pre-Proposal Meeting Agreement and Waiver of Claims document Proposers have evidenced their desire for confidential pre-Proposal meetings and site visits to be held between the City and each Proposer separately in order to facilitate each Proposer’s independent understanding of the Criteria Documents and to facilitate each Proposer’s development of a unique and competitive Proposal offering Best Value to the City.
4. The City has determined that confidential pre-Proposal meetings and site visits are likely to increase Proposers’ independent understanding of the City’s intent for the Project as expressed by and through the Criteria Documents and may help refine Project requirements and specifications. Accordingly, City finds that such confidential meetings and site visits are likely to increase competition between Proposers and enhance the Best Value delivered to the City for the Project.

Therefore, City and Proposers mutually agree as follows:

AGREEMENT

5. City will hold confidential pre-Proposal meetings (“Meetings”) and site visits (“Visits”) independently with each pre-qualified Proposer. City will give each Proposer an equal opportunity for the same number of Meetings and Tours. Should the City exercise its right to issue a Request for Supplemental Information (RSI), the City may hold additional

**Gonzales Community Center Complex  
Design-Build Contract New Building Construction**

**CITY OF GONZALES**

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confidential pre-Response meeting (also “Meetings”) with each pre-qualified Proposer who has submitted a Proposal and is otherwise eligible to respond to an RSI.

6. In order to provide consistency of information and responses to Proposers, City will identify a core group of City representatives and will exercise best efforts to cause that core group to attend each Meeting and Tour requested by each Proposer. To the extent Proposers request Meetings or Tours addressing a specific system or aspect of Project design that require the attendance of additional City representatives or consultants, City will exercise best efforts to cause the same additional City representatives or consultants to attend each such Meeting or Tour.
  
7. Meetings. Meetings may be held either virtually or at a location mutually agreed to by City and Proposer. Proposers agree that off-site Meetings may be held at the offices of any Proposer. Additional pre-Proposal Meetings, normally limited to one additional meeting per month per Proposer, may be scheduled at the request of Proposers. Pre-Response Meetings held subsequent to the issuance of an RSI will be scheduled by agreement of the City and the Proposers. A Proposer’s request for an additional Meeting will be shared with other Proposers.
  
8. Confidentiality. City will exercise best efforts to cause all information and discussion exchanged during each Meeting and Tour to remain confidential as between the City and the Proposer present at that Meeting or Tour. To that end, City will cause each individual present at each Meeting or Tour to sign a joint Confidentiality Agreement in the form attached as Exhibit A to this Agreement and Waiver. However, City and Proposers agree that issues relating to compliance with Program, Basis or Design criteria, Contract Documents, or Criteria Documents, or relating to changes to Project requirements that arise out of Meetings or Tours will be documented in written form and distributed to Proposers as Addenda pursuant to Section 00100 (Request for Proposals).
  
9. Waiver of Claims. In order to induce the City to hold Meetings and Tours, Proposers hereby waive their right, individually and collectively, to object to or protest the Design Builder selection process for the Project because of such Meetings or Tours, or because of anything related in any way to such Meetings or Tours.

**\*\*\* CAUTION: THIS IS A WAIVER - READ BEFORE EXECUTING \*\*\***

---

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**Gonzales Community Center Complex  
Design-Build Contract New Building Construction**

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Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF GONZALES

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

Its: \_\_\_\_\_

END OF DOCUMENT

(EXHIBIT A FOLLOWS NEXT PAGE)



**Gonzales Community Center Complex  
Design-Build Contract New Building Construction**

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**CITY OF GONZALES**

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**Exhibit A**

Pre-Proposal Meeting/Tour Confidentiality Agreement

1. **CONFIDENTIAL AND PROPRIETARY NATURE OF THE INFORMATION.** The undersigned each agree, by affixing their signatures below, to treat all ideas or information discussed, displayed, or exchanged during the Meeting/Tour described in paragraph 4 below as confidential and proprietary to the single Proposer listed in paragraph 4 below.
2. **RESTRICTED USE OF CONFIDENTIAL INFORMATION.** Except as among themselves to the extent required to perform or respond to Section 001000 (Request for Proposal), the undersigned each agree not to reproduce, transmit, use, or disclose any ideas or information discussed, displayed, or exchanged during the Meeting/Tour described in paragraph 4 below without the advance written consent of both the City and the single Proposer listed in paragraph 4 below.
3. **EXCEPTIONS.** The obligations and restrictions above do not apply to information that: (a) was or becomes generally available to the public prior to, and other than as a result of, a disclosure by the undersigned or the undersigned's representative(s) or (b) was available, or becomes available, to the undersigned on a non-confidential and non-proprietary basis prior to its disclosure to the undersigned during the Meeting/Tour described below.
4. **MEETING/TOUR INFORMATION:**

Date of Meeting/Tour: \_\_\_\_\_

Location of Meeting/Tour: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

I have read paragraphs 1 through 4 above and, with my signature below, I hereby agree that I will not reproduce, transmit, use, or disclose any ideas or information discussed, displayed, or exchanged during the Meeting/Tour described in paragraph 4 above, except as is permitted by this Confidentiality Agreement.

| <b>Signature</b> | <b>Printed Full Name</b> | <b>Organization / Entity</b> |
|------------------|--------------------------|------------------------------|
|                  |                          |                              |
|                  |                          |                              |
|                  |                          |                              |

**Gonzales Community Center Complex  
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I have read paragraphs 1 through 4 above and, with my signature below, I hereby agree that I will not reproduce, transmit, use, or disclose any ideas or information discussed, displayed, or exchanged during the Meeting/Tour described in paragraph 4 above, except as is permitted by this Confidentiality Agreement.

| <b>Signature</b> | <b>Printed Full Name</b> | <b>Organization / Entity</b> |
|------------------|--------------------------|------------------------------|
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**END OF SECTION**

SECTION 00 52 10

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

This agreement and release of claims ("Agreement and Release") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Gonzales ("City") and \_\_\_\_\_ ("DBE"), whose place of business is \_\_\_\_\_.

RECITALS:

1. City and DBE entered into PROJECT/CONTRACT NO.: \_\_\_\_\_ in the City and County of Monterey, California.
2. The work under the Design-Build Agreement has been completed.

NOW, THEREFORE, it is mutually agreed between City and DBE as follows:

AGREEMENT

3. DBE will only be assessed liquidated damages as detailed below:

|                        |          |
|------------------------|----------|
| Original Contract Sum  | \$ _____ |
| Modified Contract Sum  | \$ _____ |
| Payment to Date        | \$ _____ |
| Liquidated Damages     | \$ _____ |
| Payment Due Contractor | \$ _____ |

4. Subject to the provisions hereof, City shall forthwith pay to DBE the undisputed sum of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with City as of the date of such payment.
5. DBE acknowledges and agrees that there are no unresolved or outstanding claims in dispute against City arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of DBE against City, its respective agents, employees, inspectors,

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

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assignees and transferees except for the Disputed Claim set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

| <u>Claim No.</u> | <u>Description of Claim</u> | <u>Amount of Claim</u> | <u>Date Claim Submitted</u> |
|------------------|-----------------------------|------------------------|-----------------------------|
|------------------|-----------------------------|------------------------|-----------------------------|

**[Insert information, including attachment if necessary]** |

7. Consistent with California Public Contract Code section 7100, DBE hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, DBE hereby releases and forever discharges City, and all of its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of DBE, shall remain in full force and effect as specified in the Contract Documents.
9. To the furthest extent permitted by California law, DBE shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
10. DBE hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulation, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

**Gonzales Community Center Complex  
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**12.** All rights of City shall survive completion of the Work or termination of Contract, and execution of this Release.

\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\*

CITY OF GONZALES

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DESIGN BUILD ENTITY

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**END OF SECTION**

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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**SECTION 00 61 00**

**PERFORMANCE BOND**

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**(100% of Contract Price)**

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

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the City of Gonzales ("City") and \_\_\_\_\_ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

|                     |                       |
|---------------------|-----------------------|
| <b>Project Name</b> | <b>Project Number</b> |
|---------------------|-----------------------|

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

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

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the City of Gonzales in the penal sum of:

|                |    |                  |
|----------------|----|------------------|
| Dollars        | \$ | Price in Figures |
| Price in Words |    |                  |

lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to the City of Gonzales all damages the City of Gonzales incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

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



**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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

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

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

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

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

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

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

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

**END OF SECTION**

SECTION 00 61 50

(CONSTRUCTION LABOR AND MATERIAL) PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

Whereas, City of Gonzales (hereinafter referred to as “Owner”) and

(Hereinafter referred to as “DBE”) have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the design and construction of

Project located in Monterey County, California (hereinafter referred to as the “Design Build Contract); and

WHEREAS, DBE is required by the terms of the construction Contract to furnish a bond for all work, labor, materials, equipment or services furnished in connection with the Construction Contract;

NOW, THEREFORE, DBE, as principal, and

(Hereinafter referred to as “Surety”), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Payment Bond.

1. DBE and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner to pay for work, labor, materials, equipment, services or other items furnished for use and actually used in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if DBE.

Promptly makes payment, directly or indirectly, for all sums due claimants, and

Defends, indemnifies and holds Owner harmless from claims, demands, liens or suits by any persons or entity whose claim, demand, lien or suit is for the payment for work, labor, materials, equipment, services or other items furnished for use in the performance of the Construction Contract, provided Owner has promptly notified DBE and Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to DBE and Surety.

3. With respect to Claimants, this obligation shall be null and void if DBE promptly makes payment, directly or indirectly, for all sums due.

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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4. Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with DBE have given notice to Surety (at the address described below) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with the DBE:

- 4.1 Have furnished written notice to DBE and sent a copy, or notice thereof, to Owner, as required by and conforming with Civil Code sections 3252 and 3091; and
  - 4.2 Not having been paid within 30 days of sending the required notice, have sent a written notice to Surety (at the address described below) and sent a copy to the Owner, stating that a claim is being made under this Payment Bond and enclosing a copy of the previous written notice furnished to DBE.
5. When the Claimant has satisfied the conditions of Paragraph 4, Surety shall promptly and at Surety's expense take the following actions:
- 5.1 Send an answer to the Claimant, with a copy to Owner, within 20 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 5.2 Pay or arrange for payment of any undisputed amounts.
6. Surety's total obligation shall not exceed the amount of this Payment Bond, and the amount of this Payment Bond shall be credited for any payments made in good faith by Surety.
7. Amounts owed by Owner to DBE under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Performance Bond. By DBE furnishing and Owner accepting this Payment Bond, they agree that all funds earned by DBE in the performance of the Construction Contract are dedicated to satisfy obligations of DBE and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work or the satisfaction of Owner's claims, including liquidated damages, under the Construction Contract.
8. Surety shall not be liable to Owner, Claimants or others for obligations of the DBE that are unrelated to the Construction Contract. Owner shall not be liable for payment of any costs or expenses of any Claimants under this Payment Bond, and shall have under this Payment Bond no obligation to make payments to, give notices on behalf of, or otherwise have any obligation to Claimants under this Payment Bond.
9. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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10. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as costs.
11. Notice to Surety, Owner or DBE shall be mailed or delivered to the address shown on the signature page.
12. This Payment Bond has been furnished to comply with Civil Code sections 3247 through 3252. Any provision in this Payment Bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Payment Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the DBE shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

14. DEFINITIONS

Claimant: An individual or entity identified in California Civil Code sections 3181 or 3248.

Construction Contract: The agreement between Owner and DBE identified above, including all Contract Documents and changes thereto.

**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

DESIGN BUILD ENTITY, as Principal

Surety

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

OWNER:

City of Gonzales  
PO Box 647  
Gonzales, CA 93926

**END OF SECTION**

**Gonzales Community Center Complex  
Design-Build Contract New Building Construction**

**CITY OF GONZALES**

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**SECTION 00 62 00**

**GUARANTY**

---

We, **(insert name of company or contractor)**, agree to maintain \_\_\_\_\_

---

On the below mentioned building for the period indicated. This agreement is to maintain the systems, subject to the conditions outlined below.

Owner of Building: **City of Gonzales**

Project Name: Gonzales Community Center Complex

Street Address: To be issued later

City: **Gonzales**

State: **California**

This GUARANTEE is effective for term of

two (2) year(s) consistent with Section 3.19 of the Agreement, provided any defects result from defective material or workmanship and are not caused by other mechanics, fire, accidents or by acts of Providence over which we have no control.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)

**END OF SECTION**

**Gonzales Community Center Complex  
Design-Build Contract New Building Construction**

**CITY OF GONZALES**

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**Gonzales Community Center Complex  
New Construction – Design/Build Contract**

**CITY OF GONZALES**

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**SECTION 00 62 50**

**CERTIFICATE OF WARRANTY**

---

We, **(insert name of company or contractor)**, provide this warranty on all \_\_\_\_\_

---

Work performed under this contract on the school listed below for the period indicated.

Owner of Building: **City of Gonzales**

Project Name: Community Center Complex

Street Address: \_\_\_\_\_, Gonzales, CA 93926

City: **Gonzales**

State: **California**

This WARRANTY is effective this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ for a term of two (2) year(s) from this date, provided any defects result from defective material or workmanship and are not caused by other mechanics, fire, accidents or by acts of Providence over which we have no control.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)

**END OF SECTION**



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**SECTION 01 11 00**

**SUMMARY OF WORK**

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**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

1.1.1 The Contract Documents, including, without limitation, Section 00 50 00 (Agreement) and other Division 00 and 01 Specification Sections, apply to this Section.

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

A. Project Identification: Construction of the new Gonzales Recreation Center

1. Project Location: Gonzales, CA

B. The Work consists of the construction of the new Recreation Center for the City of Gonzales.

C. The Work includes but is not limited to:

1. The new Project will be located on 5<sup>th</sup> Street, Gonzales, CA. The new Community Center Complex will provide a flexible, vibrant facility and hub for the community, supporting a public County library, teen innovation center, fitness room, and social needs of all kinds, with operations and ongoing maintenance enabling independent use of various activity spaces, and minimizing operational costs while increasing benefits to the entire community.

2. The Project is approximately 23,300 square feet with approximately 3.6 acres of site-work.

a. Phase 1. The Design-Build Contract for Phase 1 includes Building A (approximately 13,085 SF), landscape features, the amphitheater, future stub outs for Phase 2 work and parking lot installation. Site work consists of approximately 105,000 SF.

b. Phase 2. The Design-Build Contract for Phase 2 includes Building B (approximately 10,384 SF) and additional landscape features. Site work consists of approximately 21,300 SF.

- c. All descriptions or “general summaries” of the work noted in this Section, or elsewhere within the contract documents, are without force and effect on the contract work described and indicated in detail in the construction plans and specifications. These descriptions and summaries are for general reference and descriptive purposes only and in no way offer the complete and concise description of all the work required by the contract documents.

### 1.3 CONTRACT

Project will be designed and constructed under the terms of the Criteria Documents and Contract Documents, including Section 00 50 00 (Agreement).

### 1.4 USE OF PREMISES

A. Limit use of site and premises to allow:

- 1. Site preparation, construction, close-out, clean-up, and commissioning of an educational facility, all as required by the Criteria Documents and by the Contract Documents herein.

B. Site Access for City of Gonzales activities:

- 1. City of Gonzales occupancy.
- 2. Use of site and premises by staff.
- 3. Work by others and Work by City of Gonzales.

C. Construction Operations: Limited to area shown on drawings.

### 1.5 WORK SEQUENCE

A. Construct work in phases to accommodate City of Gonzales’ occupancy requirements during the construction period; coordinate Design Builder’s Construction Schedule and operations with City of Gonzales’ Representative during the various phases/buildings to be built:

- 1. Phase 1. See description of Work in paragraph 1.2, above.
- 2. Phase 2. See description of Work in paragraph 1.2, above.

**1.6 CITY OF GONZALES OCCUPANCY**

- A. The City of Gonzales will occupy the premises adjacent to the new Community Center Building during the entire period of construction for the conduct of its' normal operations. Cooperate with the City of Gonzales in all construction operations including the following to minimize conflict and to facility City of Gonzales usage.
- B. If and when it should be necessary for the Design Builder to impact the day to day operations of the City of Gonzales's functions in order to pursue the Work, the Design Builder shall furnish adequate notice to the City of Gonzales and coordinate the means and timing to avoid, minimize or circumvent such impacts. The City of Gonzales reserves the right to assess and anticipate such impacts and the right to stop or postpone the Work until a mutually satisfactory time and means can be agreed upon. No utility shut downs or other work that may impact instruction at the school will be allowed during finals and other testing times.

**1.7 EXAMINATION OF EXISTING CONDITIONS**

- A. Design Builder shall be held to have examined the Project Site and acquaint itself with the conditions of the Site or of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Design Builder shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken or damaged glazing, other building elements and Site improvements and other damage.
  - 1. Should Design Builder observe cracks, sags and other damage to and defects of the Site and adjacent buildings, paving and other items not indicated in the Contract Documents, Design Builder shall immediately report same to the City of Gonzales.

**1.8 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Criteria documents and other drawings show above-grade and below-grade structures, utility lines and other installations that are known of believed to exist in the area of the Work. Design Builder shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to the existing installations, the costs of repair shall be at the Design Builder's expense and made to the City of Gonzales's satisfaction.
- B. Design Builder shall be alert to the possibility of the existence of additional structures and utilities. If Design Builder encounters additional structures and utilities, Design Builder will immediately report to the City of Gonzales for disposition of same.

**1.9 UTILITY SHUTDOWNS AND INTERRUPTIONS**

- A. Design Builder shall give the City of Gonzales a minimum of three (3) working days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The City of Gonzales will set exact time and duration for shutdown, and will assist Design Builder with shutdown. Work required to reestablish utility services shall be performed by the Design Builder.

**1.10 WORK UNDER OTHER CONTRACTS**

- A. City of Gonzales may award separate contract(s) for performance of certain construction operations at Project site. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

**1.11 FUTURE WORK**

- A. City of Gonzales may award separate contract(s) for additional work to be performed at the site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.

**1.12 PRODUCTS ORDERED IN ADVANCE**

- A. City of Gonzales may negotiate Purchase Orders with suppliers of material and equipment to be incorporated into the Work. City of Gonzales may assign these Purchase Orders to Design Builder.

**1.13 CITY OF GONZALES-FURNISHED PRODUCTS**

- A. City of Gonzales may provide Owner furnished products. The Work may include providing support systems to receive City of Gonzales's equipment and plumbing, mechanical, and electrical connections.

See Section 00 10 00 (Request for Proposals) and Section 00 41 00 (Proposal Form).

**1.14 SPECIFICATION FORMATS AND CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

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- 1 Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  
  - 2 Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Design Builder. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Design Builder or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION**

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**SECTION 01 11 13**

**WORK COVERED BY CONTRACT DOCUMENTS**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

This Section includes summary of work including:

- A. Work covered by Contract Documents
- B. Work under other contracts
- C. Future work
- D. Work sequence
- E. Cooperation of Design Builder and coordination with other work
- F. Maintenance
- G. Occupancy requirements
- H. Reference Standards
- I. Products or services ordered in advance
- J. City of Gonzales furnished products
- K. Execution

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

The new Project will be located on 5th Street, Gonzales, CA. The new Community Center Complex will provide a flexible, vibrant facility and hub for the community, supporting a public County library, teen innovation center, fitness room, and social needs of all kinds, with operations and ongoing maintenance enabling independent use of various activity spaces, and minimizing operational costs while increasing benefits to the entire community.

The Project is approximately 23,300 square feet with approximately 3.6 acres of site-work.

- A. Phase 1. The Design-Build Contract for Phase 1 includes Building A, landscape features, the amphitheater, future stub outs for Phase 2 work and parking lot installation. See stipulated sum value for Phase 1 Work in Section 00 10 00 (Request for Proposals).
- B. Phase 2. The Design-Build Contract for Phase 2 includes Building B and additional landscape features. See stipulated sum value for Phase 2 Work in Section 00 10 00 (Request for Proposals).
- C. The DBE will ensure adequate protection of the facility and vehicular and pedestrian traffic at all times. The project includes construction of underground



utilities to tie into the City's existing infrastructure, along with pathways and landscaping to tie into the existing site.

The Contract requires Design Builder to commission and turn over the Community Center Project to City of Gonzales as a completed project in accordance with the terms and conditions of the Contract Documents. The Project is more fully described in the Criteria Documents included with this Project Manual and the Design Builder's Proposal.

Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by the Contract Documents shall rest with Design Builder until Final Completion and Acceptance of the Work by the City of Gonzales or termination of the Design-Build Contract, whichever occurs first.

### 1.3 WORK UNDER OTHER CONTRACTS

- A. Environmental clean up

### 1.4 FUTURE WORK

- A. Design/Builder is alerted to the fact that additional City of Gonzales projects may be performed at the facility over the duration of this project. As projects are known and funded, the work will be identified to the Design Builder so that necessary coordination can be performed.

- 1. Furniture Procurement and Installation

### 1.5 WORK SEQUENCE

- A. The Design Builder shall construct the Work in stages and at times to accommodate City of Gonzales operational requirements in the existing building during the construction period and shall coordinate its construction schedule and operations with City of Gonzales.

### 1.6 COOPERATION OF DESIGN BUILDER AND COORDINATION WITH OTHER WORK.

- A. Should construction work, or work of any other nature, be underway by other forces or by other contractors within or adjacent to the limits of the Work at the time of executing the Contract or should work be performed under the contracts listed in paragraphs 1.3 and 1.4 above, the Design Builder shall cooperate with all such other contractors or forces to the end that any delay or hindrance to their work will be avoided. The cost of such cooperation will be considered as included in the contract price and no additional payment will be made therefor. Design Builder shall coordinate with such other contractors and forces as required by Document 00 50 00 (Agreement).
- B. City of Gonzales reserves the right to perform other or additional work, within or adjacent to the limits of the Work specified, at any time by the use of other forces.

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In the event that the performance of such other or additional work materially increases or decreases Design Builder's costs, the work and the amount to be paid therefor will be appropriately adjusted as determined by City of Gonzales.

- C. Design Builder shall limit use of the Site for the Work and for construction operations to allow for:
  - 1. City of Gonzales's operations
  - 2. Work by other contractors
- D. Design Builder shall coordinate use of and access to the Site with other contractors, utilities, and City of Gonzales's forces, as required by Document 00 50 00 (Agreement). City of Gonzales has final authority over coordination, use of premises, and access to the Site.
- E. Design Builder shall cooperate with City of Gonzales and others who may occupy or begin work on Site and inside any building thereon prior to completion of Work of this Contract.
- F. Design Builder shall cooperate with contractors for other area work, not included in Contract, but which may take place during construction period.
- G. Design Builder, and all design consultants and major subcontractors shall participate in partnering sessions as described in Section 00 50 00 (Agreement).

**1.7 MAINTENANCE**

- A. Cost of maintenance of systems and equipment prior to Substantial Completion, as defined in Section 00 50 00 (Agreement), is included in the Contract Price and no additional payment will be made therefor. The City of Gonzales desires the DBE to provide an integration of the BIM (Revit) model into the City of Gonzales's preventative Maintenance Program. This may require data entry of systems into the City of Gonzales preventative maintenance system unless an electronic interface is available.

**1.8 OCCUPANCY REQUIREMENTS**

- A. Whenever, in the opinion of City of Gonzales, Work or any part thereof is in a condition suitable for use, and the best interest of City of Gonzales requires such use, City of Gonzales may take Beneficial Occupancy of and connect to, open for public use, or use the Work or such part thereof pursuant to Section 00 50 00 (Agreement). In such case, City of Gonzales will inspect the Work or part thereof, and issue a Certificate of Beneficial Occupancy for that part of Work.
- B. Prior to date of Final Acceptance of the Work by City of Gonzales, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective design, materials or workmanship or to operations of

Design Builder, shall be made at expense of Design Builder, as required in Section 00 50 00 (Agreement).

- C. Use by City of Gonzales of Work or part thereof as contemplated by this Section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Design Builder of any responsibilities under Contract, nor act as a waiver by City of Gonzales of any of the requirements thereof.
- D. City of Gonzales may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on milestone dates prior to the Substantial Completion of all of the Work. Design Builder shall notify City of Gonzales in writing when Design Builder considers any such part of the Work ready for its intended use and substantially complete and request City of Gonzales to issue a Certificate of Substantial Completion for that part of the Work.

## **PART 2 -PRODUCTS**

### **2.1. REFERENCE STANDARDS**

- A For products specified by association or trade standards, comply with requirements of City of Gonzales standards, except where more rigid requirements are specified or are required by applicable codes.

### **2.2. PRODUCTS OR SERVICES ORDERED IN ADVANCE**

- A. City of Gonzales furnished products listed in paragraph 2.3 below will be procured under separate contracts and provided by City of Gonzales or vendor to Design Builder for installation under the terms of paragraph 1.6 above. Design Builder to provide utility service and stub out connections as necessary for the installation of City of Gonzales furnished products.

### **2.3. CITY OF GONZALES FURNISHED PRODUCTS**

- A. See Section 01 11 00 (Summary of Work)

## **PART 3 - EXECUTION**

### **3.1 INTERNET/WEB-BASED PROJECT MANAGEMENT SOFTWARE.**

- A. The Design Builder is directed to use the project's existing Internet/Web-based project management software, ProCore, to track and manage the project, as described in Section 01 31 20 (Project Management Software).

**END OF SECTION**

SECTION 01 11 20

DESIGN SERVICES AND DELIVERABLES

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**PART 1 - GENERAL**

1.1 SUMMARY

This Section includes a summary of the Work including:

- A. Design Services
- B. Proposal Phase
- C. Design Confirmation Phase
- D. Construction Documents Phase
- E. Construction Phase
- F. Operation/Project Close Out

1.2 DESIGN SERVICES

A. Summary of Design and Technical Requirements

1. The Criteria Documents set forth the City of Gonzales's minimum design and construction requirements for the Project that the Design Builder shall meet in preparing designs and constructing the Project. Design Builder shall prepare designs to meet these requirements and submit deliverables as described in these requirements. The requirements of this Section supplement but do not supersede the requirements of the Criteria Documents.
2. As required in this specification, Design Builder shall submit designs and deliverables meeting the requirements of the Contract Documents at fifty percent (50%), ninety (90%), and one hundred percent (100%) Construction Document completion. Design Builder may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies. Design Builder will be responsible for meeting City of Gonzales and approving agency requirements for one hundred percent (100%) Construction Documents submittal for review and approvals.
3. Unless specifically and expressly limited, Design Builder's scope of work shall include all engineering, procurement and construction necessary to complete the Project.

B. Summary of Work

1. Unless specifically excluded from this Contract, Design Builder shall provide to City of Gonzales all professional architectural, engineering services and other specialty consultants as necessary to perform Design Builder's obligations under the Contract Documents and to complete the

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Project including, but not limited to, the requirements of the Criteria Documents, as modified, if at all, pursuant to section 00 50 00 (Agreement) (the “Services”).

2. Design Builder shall perform the Services using the persons and subconsultants listed in Design Builder’s Pre-Qualification Questionnaire and Proposal and may substitute personnel or subconsultants only upon the City of Gonzales’s written consent, which is in City of Gonzales’s discretion but will not be unreasonably withheld. Design Builder represents that it and its subconsultants possess all necessary training, qualifications, licenses and permits to perform the Services, and that their performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design Builder’s licensed subconsultants (architectural, engineering and other specialty consultants) shall owe a duty of care to the City of Gonzales in performing their architectural and engineering portions of the Services.
3. Design Builder and its subconsultants shall make an independent assessment of the accuracy of the information provided by the City of Gonzales concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports. Design Builder shall rely on the results of its own independent investigations and not on information provided by City of Gonzales. Design Builder shall conduct such further investigations of existing conditions as are necessary for Design Builder to perform the Services and shall advise City of Gonzales of any further design or other services necessary to complete the Project.
4. Design Builder’s design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, shop drawings and specifications in the Construction Documents, structural, electrical and other design calculations, site data, and any other deliverable required by State or Federal law shall comply with State and Federal standards. Design Builder shall comply with any other requirements of public or private authorities with jurisdiction over the Project, the Construction Documents, or tie-ins to the Project. Design Builder shall comply with the applicable standard of care of a specialist when preparing Construction Documents to comply with applicable building codes, ordinances, statutes, laws, City of Gonzales standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the Project and the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of State and local Fire Marshals or other authorities having jurisdiction over the Project.

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5. City of Gonzales at all times shall have the right (but not the duty) to review Design Builder's design work, whether performed by Design Builder or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. In the event the City of Gonzales should ever dispute the conformance of any design work (at any stage) with the intent of the Contract Documents, then the City of Gonzales's determination shall control and the Design Builder and/or its subconsultants shall perform the disputed design services and/or work to completion in accord with the City of Gonzales's determination. The Design Builder shall, however, retain its rights under Section 00 50 00 (Agreement) for claims and disputes, and Design Builder may under that procedure and in its name advance any claim of a subconsultant of any tier.
  
6. All work associated with the abatement of hazardous materials is the responsibility of the Design Builder. The Design Builder shall employ an industrial hygienist to perform and monitor the work. Refer to Section 01 88 20 (Miscellaneous Hazardous Materials Performance Requirements) for additional information.
  
7. All work associated with permanent signage and wayfinding is the responsibility of the Design Builder.
  - a. The Design Builder will work closely with the City of Gonzales and the City of Gonzales Standards to develop signage and wayfinding scope that meets the needs of the Project. The Wayfinding and Signage subconsultant shall address the following items while developing their design:
    - i. Changeability – Design must allow for the cost effective modification as the needs of the Project change over time. Signage should be specified so that the City of Gonzales can easily update signage on site.
    - ii. Durability and Maintenance – Signage and wayfinding materials must be extremely durable and easily maintainable.
    - iii. Coordination with other disciplines such as architecture, interior design, and lighting design to ensure a coordinated and integrated wayfinding design.
    - iv. Readability and universal messages that intuitively meet the needs of the City of Gonzales.
    - v. Code Compliance.
    - vi. Exterior and site wayfinding that identifies the Project, main entry, vehicular access, pedestrian access, property boundaries, and directions on surrounding City streets.

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- vii. Interior wayfinding that identifies the Project identity, department identification, room identification, and staff specific signage.
        - viii. Enhanced environmental graphics that consider appropriate application of electronic media, interactive technologies, public artwork and architectural solutions to address wayfinding challenges.
      - b. The Design Builder will submit its design for signage and wayfinding to the City of Gonzales in accordance with the provisions of this Section.
    - 8. Design Builder's Interior Design Services.
      - a. The Design Builder shall provide all Interior Design services for the Project.
  - C. Coordination of Architectural and Engineering Subconsultants/Other Contractors
    - 1. Design Builder shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing the Work, including but not limited to, all subconsultants employed by Subcontractors or suppliers. Design Builder's subconsultants of all tiers shall fully coordinate with Design Builder and all architectural and engineering disciplines and subconsultants involved in completing the Work.
      - a. Design Builder shall require its subconsultants to agree in their subcontracts to coordinate with Design Builder and other subconsultants.
      - b. See Section 01 31 19 (Project Meetings) for minimum meeting requirements.
  - D. Project Master Schedule
    - 1. Design Builder shall complete or cause to be completed all services required under this Agreement in accordance within Contract Time as defined in Section 00 50 00 (Agreement) as well as all approved project schedules and updates thereto.
    - 2. Design Builder shall provide City of Gonzales with a design and construction schedule that outlines dates and time periods for the delivery of Design Builder's services and requirements for information from the City of Gonzales for the performance of its services. The Project Master Schedule will include activities for completing the project design documents (through release for construction), significant construction milestones, construction submittals and long lead item procurement, dates for decisions by City of Gonzales affecting schedule, and utility interruptions affecting Project operations. For more detailed information refer to Section 00 50 00 (Agreement).

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3. The Project Master Schedule shall be updated monthly, and shall meet the following requirements:
  - a. The schedule shall fit within and coordinate with the Milestone Schedule in Exhibit A of Section 00 50 00 (Agreement) including any and all design interfaces.
  - b. The schedule shall be in fully operational Primavera® (latest edition) computer software format.
4. Design Builder shall adjust and cause its retained subconsultants and Subcontractors to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.
5. Design Builder has no restraints on when it may bid or assign work to Subcontractors.

**E. Deliverables Required Under This Agreement - General**

All deliverables required under this Agreement shall be submitted in full compliance with the Contract Documents, shall be submitted in at least triplicate (or such greater number as the City of Gonzales may reasonably request) and, when contained on electronic media, shall be submitted in printed form as well as on electronic media when requested by the City of Gonzales. In the event of a conflict between the electronic version and hard copy versions of Design Builder's documents, the hard copy shall govern.

DBE shall provide interior and exterior color boards for City of Gonzales approval. Final presentation shall include both interior and exterior 3D renderings for approval from several vantage points.

Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to City of Gonzales, shall be promptly performed as part of the Stipulated Sum.

**1.3 PROPOSAL & RECONCILIATION PHASE**

**A. Proposal Phase Documents**

In response to the Request for Proposal the Design Builder shall submit Proposal Phase Documents as required by Section 00 10 00 (Request for Proposal) and 00 41 00 (Proposal Form). Upon selection by City of Gonzales, DBE shall work with the City of Gonzales to Reconcile and finalize scope of Work as specified in Section 00 26 40 (Rules and Procedures for Discussions and Negotiations).



1.4 DESIGN CONFIRMATION PHASE

A. Period of Service

1. After reconciliation of the Design Builder's Proposal, and upon written authorization from the City of Gonzales, Design Builder shall proceed with the performance of the services called for in the Design Confirmation Phase, as described in Section 00 50 00 (Agreement). The intent of the Design Builder's Design Confirmation Phase is to obtain City of Gonzales approval for design revisions, refinements, and concept elaborations produced by the Design Builder prior to Construction Document Production. Design Builder may elect to submit Design Confirmation Documents incrementally by major building phases, components, or areas to facilitate economy of schedule provided overall design concept is clear and adhered to.
2. Design Builder shall submit deliverables required to execute and manage the Design Confirmation Phase including a revised detailed Cost Estimate with breakdown of all Project Costs.
3. Design Builder shall at the outset of this Phase make full written disclosure to City of Gonzales, and obtain City of Gonzales's express written approval of, any proposed innovative, unique, proprietary or sole source design features. City of Gonzales retains full discretion to disapprove such features.

B. Lifecycle and Alternates

1. See Section 01 91 13 (Energy Performance Modeling and Verification Requirements)

1.5 CONSTRUCTION DOCUMENTS PHASE

A. Period of Service

1. After acceptance by the City of Gonzales of the requirements of the Design Confirmation Phase, and upon written authorization from the City of Gonzales, Design Builder shall proceed with the performance of the services called for in the Construction Documents Phase.
2. Design Builder shall submit the deliverables required by the Construction Documents Phase, within the period approved and required in the Project Milestone Schedule.

- B. Construction Documents Design Builder shall prepare final Construction Documents to show the work to be furnished and performed by Design Builder. The Construction Documents shall become a part of the Contract Documents. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design Builder. Construction Documents shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement. Construction Documents shall consist of all site,

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architectural, structural, MEP and specialty design drawings, specifications, calculations and details to obtain all regulatory approvals and construct the project.

2. Architectural
  - a. Completed site plan.
  - b. Completed floor plans, elevations, and sections.
  - c. Architectural details and large blow-ups completed.
  - d. Finish, door, and hardware schedules completed, including all details.
  - e. Site utility plans completed.
  - f. Fixed equipment details and identification completed.
  - g. Reflected ceiling plans completed.
3. Structural
  - a. Structural floor plans and sections with detailing completed.
  - b. Structural calculations completed.
4. Mechanical
  - a. Large scale mechanical details completed including fire sprinkler system.
  - b. Mechanical schedules for equipment completed.
  - c. Completed mechanical schematic for environmental cooling and exhaust equipment.
  - d. Complete energy conservation calculations and report necessary for compliance with California Title 24 energy requirements.
5. Electrical
  - a. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
  - b. Distribution information on power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
  - c. All electrical equipment schedules completed.

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- d. Low Voltage and special system component and distribution plans completed including Fire Alarm system.
    - e. Electrical load calculations completed.
  - 6. Civil
    - a. All site plans, site utilities, parking and roadway systems completed.
  - 7. Landscaping
    - a. All landscape, hardscape, and irrigation plans complete
- C. Attend Required Meetings Attend meetings with community, representatives of the City of Gonzales and its designated consultants and appropriate governmental agencies and provide information and diagrams to fully describe the project.
- D. Deliverables Contractor shall submit 5 hard copies and one (1) scanned copy of the same on a CD for review at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) Construction Documents Phase.
- E. Specifications shall be prepared in conformance with the 2004 edition Master Format of the Construction Specification Institute. Design Builder shall have complete responsibility to secure timely review and approval by all authorities with jurisdiction, including but not limited to the Division of the State Architect. It is the intent of the City of Gonzales to work in close coordination to assist the Design Builder in the plan review process to support a timely review and approval process schedule.
- F. The same architectural and engineering team (and team personnel) that prepare documents submitted to authorities with jurisdiction shall complete the Construction Documents.
- G. Compliance with Codes, Regulations and Requirements: Prepare Construction Documents in full compliance with the Contract Documents, applicable building codes, ordinances, City of Gonzales standards, governmental regulations and private restrictions, applicable to the Work.
- H. Make full written disclosure to City of Gonzales, and obtain City of Gonzales's express written approval of, any proposed innovative, unique, proprietary or sole source design features.
- I. Warranty: Design Builder warrants to City of Gonzales that the final design, as expressed in the Construction Documents:
  - 1. Will be constructible, workable, serviceable and within the Design Builder's detailed estimate of costs and schedule;

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2. Will comply in all respects with the requirements of the Contract Documents including Sections 00 62 50 (Certificate of Warranty)
  3. Will not call for the use of hazardous or banned materials.
  4. Will fully comply with applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.
- J. Constructability Review: The City of Gonzales shall conduct a constructability review of the 90% Construction Documents upon the Design Builder's completion of its 90% Construction Documents. The Design Builder shall provide written responses to reviewer comments that identify how issues will be resolved by the Design Builder.
- K. Cost Estimate: The Design Builder shall submit to the City of Gonzales an updated Cost Estimate and identify cost changes since the Proposal Estimate (providing five (5) hard copies and one (1) electronic copy of the same on a compact disc). This estimate shall consist of unit costs applied to the Element Level (Level 3 National Institute of Standards and Technology Uniformat II Classification) items and quantities of work. This estimate shall be organized in a format acceptable to the City of Gonzales. The City of Gonzales will use this estimate for cost reconciliation and design change order reviews.

1.6 CONSTRUCTION PHASE

- A. Upon City of Gonzales's acceptance of Design Builder's Construction Documents for technical divisions or other portions of the Work as Design Builder and City of Gonzales may agree, Design Builder may commence construction of the Work shown.
- B. General Administration of Construction Design Builder's architectural, design, and engineering, and other subconsultants, including the industrial hygienist, shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design of the Construction Documents as approved.
- C. Quality Control and Reporting Design Builder's architectural, design, and engineering, and other subconsultants, including the industrial hygienist, shall participate fully in Design Builder's required quality control program and shall have a duty to advise Design Builder and City of Gonzales in writing of any observations of defective work, work not in conformance with Construction Documents, and lack of progress consistent with the schedule of work in areas associated with their services. See Section 01 45 00 (Quality Control).
- D. Design Builder's architectural, design, and engineering subconsultants, including the industrial hygienist, shall establish and maintain to the satisfaction of City of Gonzales, a computer database compatible with databases maintained by City of Gonzales. The Design Builder's database shall maintain complete and accurate records regarding its activities related to fulfilling the requirements of Section 01 45 00 (Quality Control). Design Builder shall make such database available to City of Gonzales at all reasonable times and turn over the database in both hard and

electronic form to City of Gonzales upon completion or termination of this Agreement.

- E. Together with City of Gonzales, Design Builder and Design Builder's architectural, design, and engineering subconsultants, shall visit the Project to observe any apparent defects in the construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.
- F. Design Builder shall provide to City of Gonzales for City of Gonzales's approval two (2) copies of a color schedule, samples of types and size acceptable to the City of Gonzales of textures and finishes of all materials in the Work at the Project. Actual materials to be used in the construction of the building shall be mounted on a board(s) suitable for display purposes for faculty, staff and the community to observe. Provide separate color boards for interior and exterior finishes.

#### 1.7 OPERATION/PROJECT CLOSE-OUT PHASE

- A. Operation/Close Out: During the Operation/Project Close-Out Phase, Design Builder and Design Builder's architectural, design, and engineering subconsultants shall, when requested by City of Gonzales, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:
  - 1. Refining, adjusting and correcting of any equipment or systems.
  - 2. Start-up, testing and placing in operation all equipment and systems. See Section 01 35 55 (CALGreen Environmental Requirements).
  - 3. Completion of punch list work and observation of any apparent defects in the completed construction, correction of such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.
  - 4. Training City of Gonzales's staff to operate and maintain all equipment and systems. Training shall be professionally videotaped with two (2) copies provided to City of Gonzales for their use.
  - 5. Assisting City of Gonzales in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
  - 6. Preparation of electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, Drawings and other data.

#### 1.8 DESIGN BUILDER'S OBLIGATION FOR FINISHED CONSTRUCTION

- A. City of Gonzales's right to review Design Builder's design including, but not limited to, Construction Documents, shop drawings, samples and submittals, as specified in the Contract Documents, shall not relieve Design Builder of its responsibility for

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a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of the City of Gonzales's monitoring and accepting the design as developed and issued by the Design Builder, consistent with these Contract Documents. Design Builder's responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standard and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

- B. Auto CAD, Revit, and Other Electronic Data (BIM): Provide all electronic files of all Construction Documents drawings including as-bid, as-built, and all record Drawings, on Compact Disks. Prepare electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process. Electronic data shall conform to City of Gonzales requirements for compatibility with City of Gonzales equipment and software.

**PART 2 - PRODUCTS** (Not used)

**PART 3 - EXECUTION** (Not used)

**END OF SECTION**

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**SECTION 01 14 00**

**WORK RESTRICTIONS**

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**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Contract Documents, including Section 00 50 00 (Agreement) and other Division 00 and 01 Specification Sections, apply to this Section.

**1.2 USE OF PREMISES**

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1. Limits: Confine constructions operations to Limit of Work as shown in the Design Criteria Documents.
  - 2. City of Gonzales Occupancy: Allow for City of Gonzales occupancy and use of site.
  - 3. Driveways, Entrances and Parking: Keep driveways, entrances and parking serving adjacent properties available for access and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize impact to adjacent properties.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**1.3 OCCUPANCY REQUIREMENTS**

- A. Full City of Gonzales Occupancy: City of Gonzales will occupy site, as indicated in the criteria documents, and existing building during entire construction period. Cooperate with City of Gonzales during construction operations to minimize conflicts and facilitate City of Gonzales usage. Perform the Work so as not to interfere with City of Gonzales's operations.
- B. Partial City of Gonzales Occupancy: City of Gonzales reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.



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- 1 City of Gonzales will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before City of Gonzales occupancy.
- 2 Obtain a Certificate of Occupancy from authorities having jurisdiction before City of Gonzales occupancy.
- 3 Before partial City of Gonzales occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, see Section 01 77 00 (Cleaning and Closeout Procedures) for requirements.
- 4 On occupancy, City of Gonzales will assume responsibility for maintenance and custodial service for occupied portions of building.
- 5 Prior to occupancy for each phase Design Builder shall satisfy all of the requirements as set forth in Section 01 77 00 (Cleaning and Closeout Procedures).

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

**SECTION 01 14 10**

**CONSTRUCTION MANAGEMENT PLAN**

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**PART 1 - GENERAL**

**1.1 ENVIRONMENTAL CONTROLS**

- A. Noise: All work shall be performed with a minimum of noise or disruption to normal activities in the surrounding areas. Design Builder will give thirty (30) Day notice for any work to be done outside the hours of Work allowed by the City of Gonzales, CA. Refer to Section 01 14 00 (Work Restrictions) for further information on work restrictions.
  
- B. The following noise control procedures shall be employed:
  - 1. Maximum increase in noise shall be limited to approximately 15db over ambient and shall not exceed regulatory standards for noise.
  - 2. The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. A clear appeal process shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.
  - 3. All noise-producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factory specification. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.
  - 4. All mobile or fixed noise-producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.
  - 5. Electrically-powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible and needed to control excessive noise.
  - 6. Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.
  - 7. Construction site and access road speed limits shall be established and enforced during the construction period.

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8. The hours of material transport shall be restricted to the periods and days permitted by both this contract and local noise or other applicable ordinance.
  9. The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.
  10. No project related public address or music system shall be audible at any adjacent noise-sensitive receptor.
- C. Dust: Dust control is a critical activity. The Design Builder shall prepare a submittal that identifies source air pollution and related pollution reduction measures. The following dust control measures shall be employed:
1. Implement fugitive dust control measures as provided in Bay Area Air Quality Management City of Gonzales (BAAQMD).
  2. Develop a staging area, vehicle and truck routes, and a daily meeting to assure all applicable control measures are established for that particular workday.
  3. Dust barriers shall be provided by the Design Builder as necessary to contain dust within the construction site.
  4. If necessary, install a water misting system along fence perimeter or any other necessary area to prevent fugitive dust from creating a.
  5. Reduce the use of diesel fuel powered equipment and use equipment with alternative fuel whenever practical to minimize diesel exhaust emissions in areas close proximity to the site.
  6. Turn off equipment when not in use for long periods of time. No idling of diesel-fueled equipment for durations longer than five minutes.
  7. Control fugitive dust at active soil grading/excavation areas, using water in a manner that would not impact soil compaction. Continuous wet-down may be required in the area of construction activity.
  8. Use ground-covering such as mulch, wood chips, straws, hydro-seeding, surfactants, or plastic sheeting to cover inactive exposed areas to minimize fugitive dust.
  9. Provide drainage for erosion control measures.
  10. Use sandbags as necessary, along site perimeter to keep soil on site.
  11. Provide gravel entry way into construction site entrance to reduce/eliminate mud and sediment carried off site by vehicles.

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12. Cover top of haul trucks to eliminate wind-blown fugitive dust.
  13. Schedule haul trucks and material delivery trucks to prevent traffic congestion. Set up truck queuing area and have staff communicate via cell phone for efficiency.
  14. As necessary, use street sweepers along travel routes in general vicinity of project area.
  15. All vehicle routes are to be watered for dust control. All existing roadway and parking surfaces impacted by construction activity are to be swept and kept free of debris and dust. All areas within the construction site are to be broom swept as required to keep dust and debris to a minimum.
  16. Limit the number of haul trucks on site and establish a haul route. Install a gravel or base road on site for loading trucks. Haul route shall be reviewed and approved by City of Gonzales.
  17. Place on-site portable toilets away from adjacent properties.
  18. All stockpiles shall be kept moist throughout the day to minimize particulate matter emissions. Wet down stockpiles on a regular basis including prior to end of work day.
  19. Haul roads shall be paved, lined with gravel or base material, or kept moist to minimize particulate matter emissions.
  20. Where practical, use paddle-wheel scrapers instead of traditional scrapers to minimize fugitive dust and reduce exhaust emissions.
  21. Handling of soil shall be kept to a minimum.
  22. Provide a boundary/zone where equipment shall not enter and if necessary, equipment shall operate on alternative fuel to reduce diesel particulate matter.
- D. Odors: When odors are a concern, arrangements shall be made by the Design Builder for their containment or control. Where this is not feasible, specific arrangements should be made to minimize disturbance to surrounding properties. Where controllable, fumes and odors shall not be allowed to migrate. The Design Builder shall immediately notify the City of Gonzales's Representative of any migrating odors.
- E. Vibrations: The impacts of vibration activities will be limited. If vibration becomes an impact to surrounding properties, the Design Builder shall stop

operations, reschedule and/or implement the following with the approval of the City of Gonzales Representative:

1. Route heavily loaded trucks and equipment away from surrounding residential properties if possible.
  2. Phase earthmoving and ground-impacting operations so as not to occur in the same time period, to the extent practicable. The total vibration level produced could be less when each vibration source operates separately.
  3. Avoid vibratory rollers and packers near vibration-sensitive areas.
- F. Environmental Mitigation Measures: Design Builder shall become familiar with the full text of the project's Environmental Impact Report/Negative Declaration Report and take responsibility for implementation of applicable mitigation measures. Questions about which items are applicable to the Design Builder shall be directed to the City of Gonzales' Representative.

#### 1.2 SHIPMENTS AND MATERIALS

- A. Equipment and materials shall not be shipped to the site unless specific arrangements are made for receipt and acceptance of these items. When such shipments are authorized, they are the total responsibility of the Design Builder. The City of Gonzales accepts no responsibility for the receipt, storage, or protection of the Design Builder's materials and equipment.

#### 1.3 SALVAGE AND DISPOSAL

- A. All existing property of the City of Gonzales that is removed from the construction site and has been identified to be salvaged by the City of Gonzales shall be delivered to a secure site as specified by the City of Gonzales' Representative.
- B. Construction debris, or material that has no redeemable value, is to be placed in Design Builder-furnished refuse bins for safe and legal removal from the premises. City of Gonzales refuse bins may not be utilized unless so authorized by the City of Gonzales.
- C. Site to be balanced with spoils on site / off-haul of excess spoils shall be the responsibility of the DBE team. Any excess spoils can be spread around the site pending approval by the City.

1.4 PARKING

- A. The City of Gonzales' Representative will meet with the Design Builder to determine parking requirements.
- B. The primary parking and storage areas shall be designated.
- C. Design Builder and related personnel shall park in authorized areas only.

1.5 SANITARY

- A. Design Builder shall provide temporary toilet facilities adjacent to areas of Work. The Design Builder will not be allowed to use project site restroom facilities being constructed.
- B. Design Builder shall submit proposed location of temporary toilet(s) to the City of Gonzales' Representative for approval.
- C. Construction personnel will not be allowed to use restroom facilities being constructed for personal or equipment clean-up.
- D. Sanitary Facilities shall be in accordance with OSHA regulations.

1.6 FOOD

- A. Construction personnel shall police their own areas during breaks. All cups, cans, paper, wrappers, and discarded food must be placed in trash receptacles at the end of each break and at the end of each work day.
- B. Design Builder shall submit the proposed location of any break and eating areas to the City of Gonzales' Representative for approval.
- C. Construction personnel are not allowed to have food within the Project, whether those facilities exist or are under construction.

1.7 CANNABIS

- A. Use of cannabis, either smoked or as an edible, is prohibited on the Project site and is prohibited within the facilities during and after construction.

1.8 SMOKING AND TOBACCO

- A. Smoking, and chewing tobacco are not permitted on the Project site and is not permitted within the facilities during or after construction.

1.9 SECURITY

- A. Comply with requirements of Section 00 50 00 (Agreement).
- B. All personnel must obey and act immediately upon any request by City of Gonzales security or law enforcement personnel.
- C. A list of emergency phone numbers will be provided by the City of Gonzales Representative.
- D. Design Builder to provide site security fencing with 24-hour security camera coverage.

1.10 SAFETY

- A. General
  - 1. Watch for guests, invitees, and unauthorized personnel at all times.
  - 2. Work only where there is a positive barrier separation, with “green screen” between construction activities and others.
  - 3. Clean up all areas immediately in occupied areas.
  - 4. Do not drape cords across corridors. All cords must be attached to the ceiling or taped to the floor (use tape with non-marring adhesive).
  - 5. Maintain a minimum of 8'-0” clear within all corridors.
  - 6. Do not leave materials or equipment in the corridor.
- B. Safety equipment and consideration should include, but are not limited to:
  - 1. Anyone known to be under the influence of alcohol or drugs shall be dismissed from the Project at once and not be allowed to return.
  - 2. Offensive language is not permitted in any area where it may be overheard by surrounding properties.
  - 3. Provide adequate emergency first aid equipment.
  - 4. Post location and emergency phone numbers for local medical care.
  - 5. Monitor safe ladder usage.
  - 6. Provide exhaust controls for equipment.

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7. Monitor noise levels and establish safe limitations.
  8. Ensure adequate ventilation for air contaminants.
  9. Insist on personal protective equipment, such as hard hats, safety shoes, and eye, ear, and face protection equipment.
  10. Safety nets, belts, and lifelines shall be used, as appropriate.
  11. Provide adequate emergency fire protection equipment.
  12. Post location and emergency phone numbers for local fire departments.
  13. Provide safe storage for all flammable and combustible materials.
  14. Insist on safe and proper use of hand power tools and electrical drop cords.
  15. Operation of cranes, derricks, and hoists should be in accordance with manufacturer's recommendations and appropriate ANSI and CAL-OSHA regulations.
  16. All construction operations and personnel are subject to CAL-OSHA and applicable City of Gonzales Environmental Health & Safety regulations.
  17. Provide adequate barricades and safety lighting at all open trenches adjacent to public access.
  18. Properly fence entire confines of project site so as to avoid public access or unauthorized personnel.
  19. All wall, floor, and ceiling penetrations shall be sealed to maintain fire and smoke ratings in accordance with CBC, NFPA 99 and Life Safety Code.
  20. All emergency exit passages must be maintained free of obstructions.
  21. Provide barricades and fencing in accordance with Section 00 50 00 (Agreement) or applicable law.
- C. Fire Prevention During Welding, Cutting, and Other Hot Work
1. All hot work shall be in accordance with industry standards and CAL-OSHA requirements.
  2. Hot work includes welding, heat treating grinding, thawing pipe, powder-driven fasteners, hot riveting, and similar applications producing a spark, flame, or heat.



3. The Design Builder shall ensure that only approved apparatus, such as torches, manifolds, regulators, or pressure-reducing valves, and acetylene generators, are used.
4. The Design Builder shall ensure that all individuals involved in hot work are:
  5. Trained in the safe operation of their equipment and the safe use of the process.
  7. Have an awareness of the inherent risks involved and understand the emergency procedures in the event of a fire.
  8. Are aware if any special risks, such as flammable materials or hazardous conditions at the hot work site.

**D. Project Inspector**

1. Provision of inspectors by the City of Gonzales, if any, pursuant to provisions of this section shall be subject to following:
  - a. Design Builder shall allow inspectors full access to project at all times Work is in progress.
  - b. Design Builder shall not take any direction, approvals or disapprovals from inspectors.
  - c. Design Builder shall not rely on inspectors to ensure Work is completed in accordance with Contract documents.
2. Acts or omissions of any inspector (including, without limitation, inspector's failure to observe or report deficiencies in Design Builder's Work) shall not relieve Design Builder from its responsibility to complete Work in accordance with Contract documents.

**E. Directory For Assistance**

1. A list of emergency phone numbers will be provided by the Engineering Department Service Center or the City of Gonzales' Representative.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF DOCUMENT**

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**SECTION 01 31 00**

**PROJECT MANAGEMENT AND COORDINATION**

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. This section describes requirements for job site administration, including:
  - 1. City of Gonzales' Representative
  - 2. Design Builder's Project Management Team.
  
- B. Related Sections.
  - 1. Section 00 50 00 (Agreement)
  - 2. Section 01 11 13 (Work Covered by Contract Documents)
  - 3. Section 01 33 00 (Submittal Procedures)
  - 4. Section 01 70 00 (Execution and Closeout Procedures)

1.2 CITY OF GONZALES' MANAGEMENT TEAM

- A. The City of Gonzales shall be represented on this Contract by Patrick Dobbins, serving as City of Gonzales' Representative, who will act personally or through authorized designees. The City of Gonzales has designated John Baker of Swinerton Management & Consulting to represent the City of Gonzales in carrying out the duties of City of Gonzales. The City of Gonzales may delegate all or a portion of the City of Gonzales' Representative's duties to Albert Wege of Swinerton Management & Consulting or another City of Gonzales Representative, which shall then perform all or a portion of the City of Gonzales' Representative's duties specified herein.
  
- B. Functions of the City of Gonzales' Representative include, but are not limited to, the following:
  - 1. The City of Gonzales' Representative functions as the primary point of contact with the Design Builder in all matters concerning the Contract, monitoring the Design Builder's performance in all respects to ascertain that the Work is performed in accordance with all of the requirements of the Contract.
  
  - 2. The City of Gonzales' Representative is the focal point of contact with the Design Builder regarding clarification of discrepancies and resolution of questions of fact that arise during performance of the Work under the Contract. The City of Gonzales' Representative also performs this role with regard to all agency and utility construction interfaces with the Work under this Contract.

3. The Design Builder is required by the Contract to provide formal notice of any and all potential claims arising during the performance of the Work. The City of Gonzales' Representative will administer the processing and resolution of any such claims in accordance with the requirements of the Contract.
4. Contractual correspondence, including submittals, shall be directed and processed through the City of Gonzales' Representative unless otherwise specifically directed in the Contract. Any required or requested communications between the Design Builder and City of Gonzales, the City of Gonzales' Representative, or any other representative of City of Gonzales, will be coordinated by the City of Gonzales' Representative.

### 1.3 DESIGN BUILDER'S PROJECT MANAGEMENT TEAM

- A. The Design Builder shall staff the Project with a management team qualified and experienced in construction of a public works project of this value, nature and complexity including the individuals identified by Design Builder in its Proposal. This team shall possess the competency, skills and authority specified in Section 00 50 00 (Agreement).
  1. The Design Builder shall submit to the City of Gonzales prior to Notice to Proceed, the names, detailed project experience, references, and proposed project position for each team member. Key team members shall have appropriate experience in the proposed position.
  2. The Design Builder shall not replace members of the Design Builder's management team without prior written approval of the City of Gonzales. If, during the course of the Project, the Design Builder finds it necessary to replace a member of the Project Management Team, the name, qualifications, and experience of the proposed replacement shall be submitted to City of Gonzales for approval.
- B. The Project Management Team shall be composed of members with the necessary skills and be sufficient in number to handle all duties normal to a project of this scale and complexity. Special attention shall be given to the responsibility of the Project Management Team for coordination and scheduling.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

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SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

1.2 DEFINITIONS

- A. Decision/Action Tracking Report – A report prepared by Contractor recording all actions, commitments, and decisions (items) made at various Project Meetings and conferences. At a minimum, the report must track the name of the person responsible for the item, a description of the required action or decision, the initiation date of the item, the due date for the item, actual completion date of the item, and the current status of the item. Provide one (1) copy of the Decision/Action tracking report to all attendees and four (4) copies to Owner within twenty-four (24) hours of the meetings or conference.

1.3 PROJECT MEETINGS

A. General

1. Contractor must inform participants of date and time of each meeting and preside at all required meetings throughout progress of the Work unless otherwise directed by Owner.
2. Contractor must prepare agenda for all meetings and provide to all attendees prior to the meetings.
3. Contractor must attend all meetings as required by the Contract Documents.
4. Contractor must attend and/or conduct additional meetings as Directed by the Owner's Project Manager.
5. Contractor must conduct meetings and conferences at the Project Site in the Contractor's on-site temporary job trailer, unless otherwise indicated or required by Owner.
6. Contractor must prepare and distribute meeting minutes as required in individual sections of the Project Manual.
7. Whether or not Contractor is responsible for the meeting minutes, Contractor must maintain notes from all meetings and conferences in the form of a Decision/Action Tracking Report.

B. Preconstruction Conference

1. Owner's Project Manager will schedule and conduct a Preconstruction Conference in the time period between the Clerk of the County Board of



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Supervisors acceptance of the Contractor's bonds and insurance, and ten (10) Days after the County issues the Notice to Proceed.

2. Conference will be held at Project Site or another convenient location designated by Owner's Project Manager.
3. Participants:
  - a. Owner's Project Manager
  - b. Owner's Project Inspector
  - c. Designer of Record
  - d. Contractor's Authorized Representative (mandatory attendance required)
  - e. Contractor's QC Manager (mandatory attendance required) Section 01 45 00 (Quality Control)
  - f. Major Subcontractors (Mandatory Attendance Required)
  - g. Appropriate Manufacturers
  - h. Appropriate Suppliers
  - i. Other Interested Parties
4. All participants at the conference must be familiar with Project and authorized to conclude matters relating to the Work.
5. Agenda: Items of significance to be discussed at the Preconstruction Conference include:
  - a. Introductions
  - b. Notice to Proceed (NTP)
  - c. Direction From Owner
  - d. Emergencies
  - e. Required Notifications
  - f. Contractor Quality Control (QC) System
  - g. Testing and Inspection Laboratory
  - h. Coordination
  - i. Normal Hours of Work

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- j. Workplace Environment
- k. Use of Project Site
- l. Security
- m. Disruption of Owner's Normal Operations
- n. Use of Owner's Facilities
- o. Temporary Facilities and Controls
- p. Accepting Material Deliveries
- q. General Correspondence
- r. Additional Detailed Instructions
- s. Field Modifications
- t. Requests for Information (RFI)
- u. Contract Modification(s)
- v. Progress Payments
- w. Submittals
- x. Record Documents
- y. Owner Furnished Contractor Installed (OFCI) Equipment
- z. Procurement Issues
- aa. Project Meetings
- bb. Permits
- cc. Fire Marshal Issues
- dd. Subcontractor Issues
- ee. Waste Management and Recycling Requirements
- ff. Permanent Utilities
- gg. Progress Cleaning
- hh. Environmental Issues
- ii. Schedule

jj. Liquidated Damages

6. Owner will prepare meeting minutes of the Preconstruction Conference and distribute minutes to the attendees.

C. Construction Progress Meetings

1. Owner's Project Manager will establish a schedule of construction Progress Meetings. The frequency of these Progress Meetings shall be at the discretion of Owner's Project Manager and shall be no more often than once each week. Contractor must attend Progress Meetings at the times and locations scheduled. The Progress Meetings will be located at the Contractor's on-site field office unless Owner's Project Manager approves an alternate location.

2. Attendees:

- a. Owner's Project Manager
- b. Owner's Project Inspector
- c. Contractor Authorized Representative
- d. QC Manager Section 01 45 00 (Quality Control)
- e. Appropriate Subcontractor(s)
- f. Appropriate Supplier(s)
- g. other entities concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings.

3. Agenda:

- a. Review and update Contractor's Decision/Action Tracking Report from previous Progress Meeting.
- b. Schedule Review
  1. Review progress since the last meeting
  2. Compare current progress against Official Progress Schedule
  3. Determine how construction behind schedule will be expedited
  4. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

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- c. Review present and future needs of each entity present, including the following:
    - 1. Interface requirements
    - 2. Sequence of operations
    - 3. Status of submittals
    - 4. Status of key deliveries
    - 5. Status of off-site fabrication
    - 6. Site access issues
    - 7. Site utilization
    - 8. Temporary facilities and controls
    - 9. Normal hours of work
  - d. Progress cleaning
  - e. Contract Modifications
  - f. Review updated reports
    - 1. Submittal Log
    - 2. Procurement Status Log
    - 3. RFI Log
    - 4. Testing Plan and Log
- D. Quality Control Meetings
- 1. Contractor must conduct and take minutes of all meetings required by Section 01 45 00 (Quality Control).
- E. Closeout Conference
- 1. Contractor must conduct and take minutes of all meetings required by Section 01 70 00 (Execution and Close Out Procedures) and Section 01 77 00 (Cleaning and Close Out Procedures).
- F. Demonstration and Training Meetings.
- 1. Contractor must conduct and take minutes of all meetings required by Section 01 77 00 (Cleaning and Close Out).

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G. Commissioning Meetings.

1. Contractor must conduct and take minutes of all meetings required by Section 01 91 00 (Commissioning).

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION**

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**SECTION 01 31 20**

**PROJECT MANAGEMENT SOFTWARE**

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**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. All Contract Documents apply to the work of this section.
- B. This section contains general information that applies to all work performed under the Contract and is made inherently a part of each specification section.

1.2 GENERAL PROJECT MANAGEMENT

- A. The City of Gonzales hereby directs Design Builder to use the Project's existing Internet/Web-based PROCORE project management software to track and manage the Project.
- B. Use of this project management software will not replace or change any contractual responsibilities of the project team members.
- C. Each Project Team Member of the Design Builder: Superintendent, Project Engineer, Scheduler, and Project Manager, etc., shall have access to the Internet and an Internet e-mail address in order to communicate with various project team members. The Design Builder shall provide immediately upon receipt of the Notice to Proceed confirmation of these conditions and the names, positions, and e-mail addresses to the City of Gonzales.

1.3 SOFTWARE AND HARDWARE REQUIREMENTS

- A. The Design Builder is required to provide at both the field office and home office locations from where this project is managed, the computer hardware, software and high speed Internet access that meet the requirements of the PROCORE project management software. PROCORE is a web-based application that does not require the Design Builder to purchase PROCORE software. The Design Builder will be given the ability to create additional user logins so that it may give access to those it determines to be necessary at no additional cost. Design Builder's access to the Gonzales Community Center Complex Project PROCORE database will be limited to in accordance with permission levels configured by the City of Gonzales and Swinerton Management & Consulting.
- B. The City of Gonzales shall provide the Design Builder with PROCORE training (if required). The anticipated training will take place after the Notice to Proceed has been issued and will be held in Gonzales, California. The City of Gonzales will pay for the training course only for up to twenty (20) Design Builder staff

members. Training for Design Builder is expected to be completed in up to two separate half day sessions. Training for additional staff can be arranged directly with PROCORE at additional cost to the Design Builder.

- C. The administrator for this project is the City of Gonzales' Representative or authorized designee.
- D. The Design Builder shall provide an adequate number of trained users to properly manage the Project in accordance with the Project schedule. The Design Builder shall have Internet access through an Internet service provider of its choice at its cost.
- E. More information on PROCORE may be obtained via the World Wide Web, at [www.PROCORE.com](http://www.PROCORE.com).

#### 1.4 SYSTEM MANAGEMENT AND USE

- A. The City of Gonzales' Representative will administer the PROCORE user account.
- B. All costs associated with using this system, including computer hardware and internet service are the responsibility of the Design Builder.

#### 1.5 USE BY SUBCONTRACTORS

- A. The City of Gonzales encourages the Design Builder to utilize PROCORE project management software for communicating with its Subcontractors. The Design Builder shall inform all Subcontractors of the purpose of the project management system and how it can assist them in obtaining information for the project.

#### 1.6 COMMUNICATION PROCESS

- A. The City of Gonzales' Representative will outline and detail communication, correspondence and coordination procedures at the initial Project Team meeting.
- B. Most Project communication will take place in the PROCORE project management system by creating and distributing documents directly within the system, or by entering manually in the system dates and descriptions of items to track over time. All documents requiring formal signatures will be printed, and their hard copies signed and distributed.
- C. The official submittal log will be maintained within PROCORE. The Design Builder will use the PROCORE transmittal format for each submittal transmittal; however, the Design Builder will distribute prints, documents, reports, samples, etc. in the traditional manner, outside the system. The PROCORE project management system will be used to track and expedite processing of these items.

- D. Design Builder will be required to maintain all current drawings within PROCORE, including but not limited to the Program Verification and Design Development process as well as the development of the Construction Documents. The Design Builder will be able to control administration of the drawings which includes but is not limited to: the ability to create a custom folder structure; folder-level permissions; auto-notifications for certain events (e.g., delete, check out) using PROCORE messaging system and the user's email address; auto-detection and uploading of a drawing's reference files; detailed history for a document, including revisions and access logs; check-in and check-out capabilities; view and markup capabilities.
- E. Design Builder will be required to utilize modules including but not limited to: daily reports; meeting minutes; punch lists; requests for information (RFI); change items; cost events; and owner change order within the PROCORE project management system. The Design Builder can enter a RFI and the Architect/Engineer respond to the RFI completely within the PROCORE project management system without creating a hard copy. Support documentation in hard copy format for any document in PROCORE may be scanned into an electronic file and attached in PROCORE to documents.
- F. Design Builder is required to use a digital camera in order to photo-document job progress and upload the associated images taken on a regular basis to the PROCORE internet site. Each report required under Section 00 50 00 (Agreement) should be accompanied by progress photograph(s). Cost for digital camera to be borne by Design Builder.

## 1.7 ARCHIVING

- A. City of Gonzales may, at its cost and expense, obtain backups (on CDs or otherwise) of documents in PROCORE. In the event of any dispute as to what items are the true and correct project records, items contained on the backups will control.

## **PART 2 - PRODUCTS**

- 2.1 Extranet application service provider shall be the following (no substitution)

PROCORE: [www.PROCORE.com](http://www.PROCORE.com)

## **PART 3 - EXECUTION**

- 3.1 Project Management Application is an Internet-Accessed Centralized Database of project information and consists of several separate modules or master file divisions for ease of organization. Available file divisions include but are not limited to: Correspondence, Daily Reports, RFI's, Transmittals, Submittals, Meetings, Documents, Drawings, Specifications, Punch Lists, Reports, Project Photos, Project Team, Schedule of Values, change items, cost events, owner change orders, owner request for



proposals, etc.

- 3.2 The City of Gonzales shall provide the Design Builder with access to the Gonzales Community Center Complex Project in PROCORE described in paragraph 1.3 above. Each major team member for the Design Builder (i.e. project manager, superintendent, architect, etc.) must have access to PROCORE and the required training to access the system. The Design Builder shall insure that all major team members on this project have Internet access available and access to PROCORE during the duration of this Project.
- 3.3 Major Subcontractors are encouraged to utilize PROCORE for the duration of their scope of work from commencement to completion of their scope of work. Major Subcontractors as a minimum shall be defined as sitework, mechanical, electrical, plumbing, structural, civil, landscape, telecommunications, concrete/masonry, security, storefront/windows, metal panels, drywall, roofing, and others deemed beneficial by the Design Builder.

All other Subcontractors and suppliers shall utilize email or fax for submission of documents to the Design Builder.

**END OF SECTION**

**SECTION 01 32 16**

**CONSTRUCTION PROGRESS SCHEDULES**

**PART 1 – GENERAL**

1.1. SUMMARY

- A. Contractor shall perform the Scheduling and Planning of the Work under the Contract in accordance with the requirements of this Section.
  - 1. Contractor shall prepare all Schedule Submittals using the Critical Path Method (“CPM”) in the City’s Primavera P6 Cloud Solution (version 21 or newer, as directed by City). All Submittals shall include a native P6 electronic file (XER) export.
  - 2. The Baseline Schedule and all Schedule Updates shall include the Activity Codes and Milestones detailed in this Section.

1.2. DEFINITIONS

- A. Critical Path Method: The scheduling technique which divides the work into discrete tasks and assigns logic between the activities to represent actual and practical workflow and uses an algorithm to calculate the start, finish, and total float of all activities as well as establishing the overall project duration. CPM calculations shall be logic and duration driven, not driven by resource levelling.
- B. Total Float: The amount of time, in days, for which an activity can be delayed from its early start date without delaying the finish of a Contract required milestones. Total Float is not for the exclusive use or benefit on any one party but is a resource available to all parties on a first needed basis.
- C. Free Float: The amount of time, in days, for which an activity can be delayed from its early start date without delaying the early start date of any successor. Free Float is not for the exclusive use or benefit on any one party but is a resource available to all parties on a first needed basis.
- D. Critical Path: The sequence of activities which form the longest path from the Data Date to Final Completion.
- E. City’s Primavera P6 Cloud Solution (“City’s Cloud”): Primavera P6 software version 21 or newer, as directed by City, hosted on the City’s cloud with access provided via P6 Professional and Web Access.
- F. Baseline Schedule: Submittal per Paragraph 1.7 of this Section

- G. Baseline: Static archived copy of any schedule stored within the schedule file.

### 1.3. GENERAL REQUIREMENTS

- A. All Schedules shall be prepared and submitted using Primavera P6 Cloud Solution or approved equal.
- B. In establishing reasonable durations for work, the Contractor shall develop, implement, and update the Schedule with input from subcontractors, Contractor's onsite personnel, and third parties.
- C. Project Scheduler used to develop and maintain the Schedule shall have at least five (5) years' experience scheduling projects of similar size and complexity. Scheduler may be an employee of the Contractor, an outside consultant, or a member of the Project Team. Scheduler shall take responsibility for preparing timely and accurate Schedules and Updates. Scheduler shall remain engaged on the Project for the duration of the Contract Time. Should the Contractor replace the Scheduler, Contractor shall notify the City ten (10) working days in advance and designate a new Scheduler. City reserves the right to reject the Scheduler and request a replacement.
- D. Acceptance or approval of either the Baseline Schedule or Schedule Updates is of a general nature only. City's review of the Contractor's Schedule shall in no way modify the Contract Time, Conditions, or Scope. The Contractor's failure to include any element of work, or improperly sequence any element of work, shall not excuse the Contractor from completing all work required within the applicable completion date, regardless of City's approval of the Schedule. Except for work added via Change Order or Change Directive, work missing from the Schedule shall be deemed incidental, and Contractor shall add the work to the schedule at no cost or additional time to the City. The City will not grant any extensions of time to Contract Milestones for errors or omissions in the Schedule. It is the Contractor's sole responsibility to incorporate all requisite activities (including activities for City, City's agents, regulatory bodies, and third-party agencies) to cover the work required by the Contract Documents.
- E. Upon final acceptance by the City, the Contract will utilize the controlling Schedule, for evaluating critical delay, throughout the work unless an alternative schedule is approved through the change order process.

### 1.4. SUBMITTALS

- A. Contractor shall submit for approval the name and qualifications of the proposed Scheduler listing jobs of similar size and complexity and covering at least a five (5) year period. Contractor shall notify the City ten (10) working days in advance of replacing the Scheduler, or as soon as administratively possible. Contractor shall submit the name and qualifications of a proposed replacement with equal or superior

qualifications at no additional cost to the City. No change shall take place without the City's written approval.

- B. The CPM Schedule submittals shall be submitted in digital format, in a manner prescribed by the City, and shall include, at minimum, a transmittal cover sheet, a native and editable copy of the schedule in XER format, a written narrative, and a PDF showing all activities with Start, Finish, Original Duration, At Completion Duration, Total Float columns visible, and a Gantt Chart showing the duration of the Project. Should the City not prescribe a manner of transmission, documents shall be sent via electronic mail to the City's Representative with all files attached.
- C. Failure to submit the Schedule submittals within the times specified within this section shall entitle the City to withhold progress payment of all outstanding and future payments and assess Liquidated Damages per Paragraph 1.10 and 1.11.
- D. Contractor shall submit for approval the following schedules:
  - 1. Preliminary Schedule and accompanying written narrative detailing the first sixty (60) working days following the Notice to Proceed; within ten (10) working days following the Notice of Award.
  - 2. Baseline Schedule and accompanying written narrative at least fourteen (14) Calendar Days prior to commencing the Work of the Contract.
  - 3. Monthly Schedule Update and accompanying written narrative prior to the seventh (7<sup>th</sup>) Calendar Day of each month, or with the Application for Payment, whichever comes first.
  - 4. Weekly Schedule Update one (1) working day prior to the weekly City meeting.
  - 5. Daily Reports submitted within one (1) working day of the day of work
  - 6. Recovery Schedule within ten (10) working days of City's request.
  - 7. Time Impact Analysis Schedule within (10) working days of event.
- 8. Resubmittal of any rejected Schedule within five (5) working days of receiving City's response.
- E. City will review and respond to the scheduling submittals within ten (10) working days after the Contractor's submission. Contractor shall address submittals returned "Make Corrections Noted" in the following submittal. Contractor shall resubmit submittals returned "Revise and Resubmit" within five (5) working days. The review and resubmittal cycle will repeat until approval of the submittal by the City. Weekly Schedule Updates and Daily Reports are informational only and do not require a response from the City.

#### 1.5. CPM SCHEDULES

- A. All schedules shall be transmitted as an XER export for record purposes. Upon completing the schedule for submission, Contractor shall save a copy of every

- submitted Schedule as a Baseline within the most current schedule, with the type of schedule (Preliminary Baseline, Baseline Schedule, Monthly Update, Weekly Update, Recovery Schedule, Time Impact Analysis) and transmittal date appended to the Baseline name.
- B. The CPM Schedules shall use retained logic.
  - C. The Contractor shall sufficiently detail the CPM Schedules to represent the entire scope of work including design deliverables, permitting, preconstruction, interdependencies on Master Developer tasks, submittals, procurement, inspection, and construction activities.
  - D. Apart from procurement activities, activities shall not exceed fifteen (15) working days in duration. Activity descriptions shall accurately identify the scope of work and each activity shall not represent work by more than a single contractor, subcontractor, department, agency, or entity. Activity IDs shall be smart-IDs defining the scope and area of work.
  - E. Contractor shall assign every activity the following Global Activity Codes: P70 Group, P70 Phase, P70 Infrastructure and Building, P70 Responsibility, and P70 Work Detail, listed in Appendix A to this section (and provided in an XER file electronically). Contractor shall not assign any other Global Activity Codes to the Schedule.
  - F. Contractor shall include all items requiring more than 30 Calendar Days of procurement, all critical submittals, and all early submittals in the schedule.
  - G. All Activities shall have at least one predecessor, except for Notice of Award. At least one predecessor shall be a Start-to-Start or Finish-to-Start relationship. All Activities shall have at least one successor, except for Final Completion. At least one successor shall be a Finish-to-Finish or Finish-to-Start relationship.
  - H. Contractor shall include a weather bank task between the last work activity and Substantial Completion. Contractor shall use a 15-year historical average for Gonzales to determine an average annual weather day count and prorate the days for the duration of the Project. Contractor shall use NOAA/NCDC data for the determination. Contractor shall log all weather events in the schedule as separate activities. Incorporation of the weather bank shall occur within the Contract Time and shall not be grounds for an extension of time.
  - I. Contractor shall include tasks for all milestones included in Appendix B, and logically tie them to the work.
  - J. All activities shall employ a calendar on a five (5) day workweek with all holidays observed by Gonzales, Contractor, and trades, set as non-work days. Contractor may place milestones, summary activities, and concrete cure activities on a seven (7) day

workweek calendar without holidays. Any delays to the schedule resulting from the Contractor's improper assignment of holidays or calendars shall be non-excusable.

- K. Contractor shall assign a Finish-on-or-Before constraint on all Contract Milestones tied to the Contract date of said milestone. Contractor shall assign a Must-Finish-By Constraint at the Project level corresponding to the Final Completion Date. Contractor shall not assign additional constraints; unless approved by the City in writing.
- L. Apart from Milestones and Summary Activities (Level of Effort), activities shall be task dependent. Tasks shall be Duration Percent Complete and be Fixed Duration and Units/Time. Contractor shall input status using Remaining Duration and not Expected Finish.

#### 1.6. PRELIMINARY SCHEDULE

- A. Within thirty (30) working days following the Notice of Award, Contractor shall furnish a Preliminary CPM Schedule. The Preliminary CPM Schedule shall focus on activities occurring in the first sixty (60) working days following the Notice to Proceed and summarize the activities thereafter through the contract Final Completion date.
- B. Contractor shall prepare the schedule in the City's Cloud and submit a native XER file of the schedule and a time scaled network diagram showing the following: Activity ID, Activity Description, Original Duration, Start, Finish, Total Float, and a time scaled network diagram (Gantt Chart). Contractor shall include a written narrative discussing the critical path, basis of durations, and overall work plan. Upon completing the schedule for submission, Contractor shall save a copy of the schedule as a Baseline within the schedule, clearly identified as the version for submittal.
- C. The schedule shall also include the following milestones and related activities: Notice to Proceed, Substantial Completion, Final Completion, Weather Allowance, Submittals and Submittal Reviews occurring in the first three months, procurement beginning the in the first three months, and permitting.
- D. City will review and respond to the scheduling submittals within ten (10) working days after the Contractor's submission. Contractor shall incorporate comments in submittals returned Make Corrections Noted in the Baseline Schedule. If returned Revise and Resubmit, Contractor shall resubmit the Preliminary CPM Schedule within five (5) working days.
- E. Once accepted by the City, the Contractor shall proceed to prepare the Baseline Schedule.

#### 1.7. BASELINE SCHEDULE

- A. Sixty (60) Calendar Days after approval of the Preliminary Schedule, Contractor shall furnish a Baseline Schedule showing in detail the proposed sequence of activities. The

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City's acceptance of the Contractor's Baseline CPM Schedule will be a condition precedent to making any progress payment for work performed by the Contractor and its subcontractors.

- B. The schedule shall include, at minimum, the following activities:
1. Permit submission, approval, and issuance for all regulatory agencies and third parties.
  2. Preparation of submittals and shop drawings, review by City/Architect/Engineer, Resubmission, Re-review, procurement, and delivery.
  3. Coordination and approval by all third parties including utilities and neighboring properties.
  4. Engineering and Design services performed by Contractor or Subcontractor.
  5. Testing, Inspection, Training, and preparation and approval of reports.
  6. All construction activities.
  7. Identification of work contingent on the performance of other Prime Contractors.
  8. Punchlist, Punchlist by City/Architect, Punchlist corrections, and cleanup.
  9. All Contract Milestones
- C. The Baseline Schedule shall provide a practical schedule of activities identifying the work necessary to complete all requirements under the Contract within the specified Contract Time. The Baseline Schedule shall consume the entire Contract Time. City will not accept a schedule reflecting Contract Milestones not compliant with the Contract Dates.
- D. Contractor shall allow ample time for the review and re-review of submittals and the procurement and permitting of third parties. Under no circumstances will City grant a time extension if:
1. Contractor failed to include a submittal package in the Baseline Schedule.
  2. Contractor failed to include adequate review time for the submittal review in the Baseline Schedule.
  3. Contractor failed to include a submittal resubmission and re-review sequence for any submittal in the Baseline Schedule.
- E. Contractor shall not include Lags or Leads more than 30% of an activity duration. Lags and Leads shall in no case extend beyond the duration of an activity.
- F. Activities on the Critical Path shall not exceed fifteen percent (15%) of the total activities.
- G. Contractor shall ensure that the logic accounts for material and labor availability. The Baseline Schedule shall not include any overtime or non-standard work hours unless expressly included in the Contract Price.

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- H. Contractor shall prepare the schedule in the City’s Cloud and submit a native XER file of the schedule and a time scaled network diagram showing the following: Activity ID, Activity Description, Original Duration, Start, Finish, Total Float, and a time scaled network diagram (Gantt Chart). Upon completing the schedule for submission, Contractor shall save a copy of the schedule as a Baseline within the schedule, clearly identified as the version for submittal.
  
  - I. Contractor shall submit a written narrative with the Baseline Schedule that explains the basic assumptions, productivity rates, site logistics and staging plans, and manpower projections.
    - 1. The narrative shall explain the Contractor’s approach for achieving the Contract Milestones. Narrative shall include an overview of the major sequences, assumptions for durations and sequences.
    - 2. Narrative shall detail the critical path of the work.
    - 3. Narrative shall identify the risks currently known that may affect the critical path.

**1.8. MONTHLY SCHEDULE UPDATES**

- A. Contractor shall update the Baseline Schedule monthly and furnish the schedule to the City no later than the seventh (7<sup>th</sup>) Calendar Day of the month, or with the Application for Payment, whichever is earlier.
  
- B. The Monthly Schedule Update shall use a data date of the first calendar day of the month at 8AM. Contractor shall not record any actual progress beyond the last day of the preceding month.
  
- C. The Monthly Schedule Update shall update the preceding month’s approved submission using Actual Start, Actual Finish, and Remaining Duration. Contractor shall make no logic changes or changes to the Original Duration in the update. Should Contractor need to make changes in the logic or original duration to reflect an updated plan of work, Contractor shall furnish copies of both the progressed non-modified schedule, and the progressed modified schedules to the City.
  
- D. Contractor shall prepare the schedule in the City’s Cloud. The Monthly Update shall be in the same file as the Approved Baseline or previous Approved Monthly Update. Upon completing the schedule for submission, Contractor shall save a copy of the schedule as a Baseline within the schedule, clearly identified as the version for submittal. Contractor shall submit a native XER file of the schedule (and modified schedule if applicable) and a time scaled network diagram in Tabloid PDF showing the following: Activity ID, Activity Description, Baseline Duration, Baseline Start, Baseline Finish, Baseline Total Float, Original Duration, Start, Finish, Total Float, Finish Variance on previous month, and a Gantt chart showing the current schedule and the Approved Baseline Schedule.



- E. Contractor shall prepare a written narrative with every Monthly Schedule Update including, but not limited to:
1. Status of Contract Milestones relative to the approved Contract Milestone dates.
  2. Explanation of the work completed this period.
  3. Explanation of the work anticipated to start or complete in the following period.
  4. Progress of completed and anticipated work as compared to the Approved Baseline. Contractor shall provide a detailed explanation of activities with a baseline finish variance larger than 20 working days, regardless of float value.
  5. Description of critical path and any deviation from previous critical path.
  6. Identification of any known or anticipated risks and the activities they could potentially impact. Provide an explanation of mitigation measures.
  7. Explanation of any actual delays, their cause, and the proposed mitigation.
  8. Identification of all critical and near critical (Total Float less than 10 work days) activities for which the City or third party is responsible.
  9. Status of key procurement items.
  10. Overview of the second to fifth most critical paths.
  11. Explanation of rationale behind all logic changes and changes in Original Duration.
  12. Explanation of any added activities and the reason for changes.
  13. Any weather days claimed, and the critical path activities impacted by the weather.
- F. Monthly Schedule Updates shall not be construed as notice of claim, notice of delay, or request for changes or compensation.
- G. City will not accept Progress Override or other tools which automatically status activities. Actual Start and Finish dates shall match Contractor's Daily Reports.
- H. Contractor shall not adjust Milestone constraints without a fully executed Change Order identifying said changes.
- I. Contractor shall never modify Activity IDs. Contractor shall not materially modify Activity Descriptions. The City will permit corrections to spelling or minor clarifications, but Contractor shall not reduce or increase the scope associated with the task.
- J. Should a weather event occur, and the remaining weather bank balance is more than zero days, Contractor shall notify the City within twenty-four (24) hours of the date and nature of the event, the critical path activities affected, provide NOAA/NCDC weather reports supporting the weather event, and a manpower log supporting at least a 50% reduction in labor force on the day of the event. Weather events where the labor force did not reduce by at least 50% shall not be eligible to draw from the weather bank. Weather events which did not affect critical path activities shall not be eligible to draw from the weather bank.

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- K. Failure to submit the Monthly Schedule Updates within the times specified within this section shall entitle the City to withhold progress payment of all outstanding and future payments.
- L. City will review and respond to the Monthly Schedule Update within ten (10) working days after the Contractor's submission. Contractor shall address comments returned "Make Corrections Noted" in the following month's submittal. Contractor shall resubmit submittals returned "Revise and Resubmit" within five (5) working days. The review and resubmittal cycle will repeat until approval of the submittal by the City. Contractor shall not be excused from submitting the following month's schedule pending review of current month's schedule.
- M. Immediately upon submission of the Monthly Schedule Update, Contractor shall schedule a Monthly Status meeting with the City, to occur no later than five (5) business days after the submission of the Schedule Update. The Contractor shall present an overview of the schedule and narrative, discuss critical and near critical deliverables for the City or third party, and discuss any actual or potential delays within the meeting.

**1.9. WEEKLY SCHEDULE UPDATES**

- A. Contractor shall submit a Weekly Schedule Update one (1) working day prior to the Weekly City Meeting. Weekly Schedule Updates are an informational submittal and shall not require a response from the City.
- B. The Weekly Schedule Update shall move the data date to the Sunday immediately preceding the Weekly City Meeting at 8AM. Contractor shall update all progress for the week using Actual Start, Actual Finish, and Remaining Duration. Contractor may use the Monthly Schedule Update in lieu of the Weekly Schedule Update the first week of every month.
- C. Contractor shall prepare the Weekly Update as an update to the preceding schedule within the same file as the preceding schedule within the City's Cloud. Contractor shall submit the Weekly Schedule Update in Tabloid PDF format and include the Activity ID, Activity Description, Baseline Duration, Baseline Start, Baseline Finish, Baseline Total Float, Original Duration, Start, Finish, At Completion Duration, Total Float, and Finish Variance on the previous week. The Gantt Chart shall show the current schedule and the Approved Baseline Schedule. Contractor shall filter the Weekly Schedule Update to only show the activities occurring in the preceding week and the following three weeks. Upon completing the schedule for submission, Contractor shall save a copy of the schedule as a Baseline within the schedule, clearly identified as the version for submittal.

#### 1.10. DAILY REPORTS

- A. Contractor shall prepare and submit to City a Daily Construction Report for every working day, including weekends and holidays on which Contractor performed work. Contractor shall prepare the Daily Reports in a computer-generated database or Construction Management software capable of sorting the daily Work by labor resource, manpower, schedule activity, subcontractor, or impact activity and capable of exporting all Daily Report data for the duration of the Project into a single spreadsheet. Contractor shall include the following minimum information in the Daily Reports:
1. Project Name and Contract Number
  2. Contractor Name and Address
  3. Weather conditions, temperature, precipitation, average wind speed, and any weather events potentially affecting work
  4. A brief description and location of all work occurring that day. Descriptions shall identify the discrete Activity IDs worked on from the latest approved Schedule Update.
  5. A brief description of any event which did or potentially impacted work including but not limited to weather, accidents, failed inspections, material deliveries, etc. Descriptions shall identify the discrete Activity IDs impacted from the latest Approved Schedule.
  6. Manpower quantities for itself and all subcontractors of any tier, listed by company and task.
  7. All equipment used other than small tools.
- B. Contractor shall submit Daily Reports in PDF format. Contractor shall furnish a database export in spreadsheet format of all Daily Reports with every Monthly Schedule Update and within three (3) working days of City's request.
- C. Contractor shall furnish all Subcontractor Daily Reports in PDF format within five (5) working days of City's request. Subcontractor Daily Reports shall contain the same information required of the Contractor.
- D. Submittal of Daily Reports daily is extremely important in the overall process of evaluating the merits of Contractor requested time extensions. Consequently, Contractor shall irrevocably waive its rights and remedies to a compensable or non-compensable time extension if Contractor fails to submit Daily Reports daily or the electronic database export timely.
- E. Failure to submit a copy of the Daily Report by the end of the following working day will result in an assessment of one hundred dollars (\$100) for liquidated damages per report. The City will deduct damages from the Contract until Contractor furnishes the required reports.

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1.11. SCHEDULE LIQUIDATED DAMAGES

- A. Liquidated damages per Section 00 50 00 (Agreement).

1.12. RECOVERY SCHEDULES

- A. The City may, at its sole discretion, require the preparation of a Recovery Schedule when it becomes apparent that the Contractor will not meet the Substantial Completion date or other Contract Milestone. Contractor will take, at no cost to the City, the following actions:
1. The Contractor shall provide a detailed plan for schedule recovery indicating how the Contractor proposes to get the Work back on schedule.
  2. The Plan will detail Contractor's analysis of increases in construction labor resources, the number of working hours per shift, number of shifts per working day, resequencing of work to bring the schedule back in line with the Contract Milestones.
  3. Contractor shall create a copy of the latest approved Monthly Schedule Update and implement the proposed changes reflecting Contract Milestones in compliance with the approved dates.
- B. Within ten (10) working days of the City's request, Contractor shall submit the written narrative, the Recovery Schedule in native XER format, and a Tabloid PDF format which includes the Activity ID, Activity Description, Pre-Recovery Original Duration, Pre-Recovery Start, Pre-Recovery Finish, Pre-Recovery Total Float, Original Duration, Start, Finish, At Completion Duration, Total Float, and Finish Variance on the pre-Recovery Schedule. The Gantt Chart shall show the Recovery Schedule and the Pre-Recovery Schedule. The Recovery Schedule shall be prepared in the City's Cloud as a "what-if" copy of the latest approved schedule.
- C. Contractor shall meet with the City within five (5) business days of submitting the Recovery Schedule to present its findings.
- D. Contractor shall in no way construe the City's direction to prepare a Recovery Schedule as an indication of assignment of responsibility for delay, direction to accelerate, approval of additional costs, or approval to work outside of approved working hours. Contractor shall take no action at City's expense without prior written authorization. Contractor waives all rights and remedies for all costs expended on acceleration without the City's express written direction.
- E. At City's sole discretion, City may require Contractor to provide written certifications from subcontractors certifying revisions affecting said subcontractors.

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1.13. DELAYS AND ADJUSTMENT TO CONTRACT TIME

- A. City will only adjust Contract Time due to delays, additional work, interference, or any other cause through a Change Order and only for the causes specified in the Contract Documents.
- B. City will not adjust Contract Time for any delays caused or effected by the Contractor, its affiliates, or subcontractors.
- C. Should the Contractor experience or anticipate experiencing any event which would delay the completion of any Contract milestone, Contractor shall submit written notice to the City describing the event, the cause of the event, the party responsible, the activities impacted by the event, and the anticipated impact on the Contract Milestones within seventy-two (72) hours of becoming aware of the event. Failure to submit timely notice shall waive all Contractor's rights and remedies for delay.
- D. Within ten (10) working days following Contractor becoming aware of the delay, Contractor shall submit, at no additional cost to the City, a Change Order Request for the delay and associated costs with a written narrative, Time Impact Analysis ("TIA"), and all supporting documentation.
  - 1. The written narrative shall describe the cause of the event, the event, the party responsible for the event, the activities impacted, the effect on the critical path, and the number of days of delay. The narrative shall identify the Approved Monthly Schedule used as a basis of analysis. The narrative shall define all costs resulting from the delay, the reason the costs are attributable to the delay, and the method used to calculate the costs. The narrative shall include indexed exhibits for all documents supporting the Change Order Request including transactional cost records for all costs in native spreadsheet format. Requests for time extension without sufficient native electronic accounting documentation and supporting documentation shall be considered void, and no further action will be required of the City.
  - 2. The Time Impact Analysis shall be based on a copy of the Approved Monthly Schedule immediately prior to the event. Contractor shall insert a network of activities ("fragnet") representing the discrete series of events causing the delay. Each activity in the fragnet shall represent a single party and shall be sufficiently detailed to allow the City to establish entitlement. Contractor shall tie the fragnet logically into the schedule. The Time Impact Analysis shall identify the Critical Path Impact to the Contract Milestones. Requests for time extension without a detailed schedule analysis shall be considered void, and no further action will be required of the City.
  - 3. Contractor shall prepare the TIA schedule within the City's cloud as a "what-if" copy of the last Approved Schedule immediately preceding the impact and

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submit a native XER file of the Time Impact Analysis schedule and a time scaled network diagram in Tabloid PDF showing the following: Activity ID, Activity Description, Monthly Update Duration, Monthly Update Start, Monthly Update Finish, Monthly Update Total Float, Original Duration, Start, Finish, Total Float, Finish Variance on the Monthly Update, and a Gantt chart showing the current schedule and the Monthly Update.

- E. Total and Free Float are not for the exclusive use or benefit on any one party but are a resource available to all parties on a first needed basis. As such, Contractor shall not be entitled to additional time or compensation due to schedule impacts or additional work that extends work beyond the Approved Baseline dates but does not extend the Contract Milestones beyond the Contract Dates.
- F. City will not consider delays to non-critical activities for extensions of time.
- G. City will not consider delays due to weather until all days within the weather bank have been consumed, as approved by the City. Should a weather event occur after Contractor depletes the weather bank, Contractor shall notify the City within twenty-four (24) hours of the date and nature of the event, the critical path activities affected, provide NOAA/NCDC weather reports supporting the weather event, and a manpower log supporting at least a 50% reduction in labor force on the day of the event. Weather events where the labor force did not reduce by at least 50% shall not be eligible for a time extension. Weather events which did not affect critical path activities shall not be eligible for a time extension. Contractor's sole and exclusive remedy for weather delays shall be an extension of Contract Time.
- H. City will not consider extensions of time for inspections or other third-party activities not discretely identified as separate tasks in the Baseline Schedule.
- I. Concurrent delays are defined as two or more delays occurring within the same period, each caused by a different party, and each independently affecting the Contract Milestone dates. Contractor's sole and exclusive remedy for a concurrent delay where Contractor, the Contractor's agent or subcontractor causes at least one of the delays shall be an extension of Contract Time.
- J. Within thirty (30) working days after receipt of a Change Order Request for an adjustment of Contract Time and all supporting documentation, the City will issue a written response as to the merit of the Change Order Request.
- K. If accepted in whole by the City, the Time Impact Analysis shall be resubmitted adjusting the Contract Milestone constraints to the dates listed in the Change Order Request Response. The City will include the revised TIA schedule in a Change Order which will become the new Baseline Schedule and shall supersede all previous schedules. All future schedules shall use this as the new baseline.

- L. The City’s review of a Time Impact Analysis shall not excuse the Contractor from continuing to produce its monthly and weekly schedule updates.

**1.14. EARLY COMPLETION SCHEDULE**

- A. During the Work, the Contractor may submit a Monthly Update Schedule which contains Contract Milestone dates earlier than the Contract dates. Contractor acknowledges and agrees that:
  - 1. The difference between the early completion dates and the Contract dates shall be considered Total Float.
  - 2. Total float is not for the exclusive use or benefit on any one party but is a resource available to all parties on a first needed basis.
  - 3. The latest fully executed Contract Price document includes all costs for the full duration of the Project from NTP through Final Completion. Specifically, the Contractor has provided sufficient costs for home office overhead, field office overhead, field staff, on and off-site yards and warehouses, equipment, temporary utilities, and all time related costs for the full Contract Time.
  - 4. Should the City request that Contractor perform additional work after the Early Completion date, but before the Contract Completion date, then no additional monies will be paid to the Contractor for extended overhead.
  - 5. Contractor waives all rights and remedies for any damages, loss of profit, extended overhead, or additional compensation related to the approval or rejection of an Early Completion Schedule.
- B. The City may, at its sole discretion, incorporate the Contractor’s Early Completion Schedule into a Change Order as the Revised Baseline Schedule. In such case:
  - 1. Change Order will modify all Contract Milestones to match the Early Completion dates.
  - 2. Contractor must perform all work prior to the revised Contract Milestones.
  - 3. Contractor waives all rights and remedies to any delays or potential delays occurring prior to the submission of the Early Completion Schedule.
  - 4. Contractor waives all rights and remedies to acceleration costs required to meet the dates proposed in its Early Completion Schedule, unless expressly included in the Early Completion Change Order.

**1.15. AS-BUILT SCHEDULE**

- A. The last Monthly Progress Schedule update with the start and finish for all activities actualized shall be considered the As-Built Schedule. The submission and approval of this schedule will be a condition precedent to the reduction and/or release of Contract retention.

**PART 2 - PRODUCTS**

**2.1. SOFTWARE**

- A. All Schedules shall be prepared in Primavera P6 Solution (version 21 or newer, as directed by City). Copies of all submittals shall be sent as XER files of the version matching the City's Cloud for record purposes.
- B. City will not accept Schedules prepared in alternative software and converted to P6 format.
- C. Contractor agrees and acknowledges that working with Primavera shall not result in any added costs to Contractor, including but not limited to any training, installation, and setup.

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**



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SECTION 01 33 00

SUBMITTAL PROCEDURES

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**PART 1 - GENERAL**

1.1 SUMMARY

A. Design Builder and City of Gonzales will jointly develop a list of submittals and shop drawings that are to be submitted to the City of Gonzales. Upon completion of the list, Design Builder will provide City of Gonzales with a preliminary schedule of shop drawings and submittals, which will list each submittal in order by specification section and the times for submitting, reviewing, and processing such submittal.

1. This section describes general requirements for submittals for the Construction Phase of the Work:

- a. Procedures
- b. Schedule of Shop Drawing and Sample Submittals
- c. Safety Plan
- d. Progress Schedule
- e. Product Data
- f. Shop Drawings
- g. Samples
- h. Quality Control Submittals

- 1. Engineering Data
- 2. Test Reports
- 3. Certificates
- 4. Manufacturers' Instructions

- i. Machine Inventory Sheets
- j. Operations and Maintenance Manuals
- k. Computer Programs
- l. Project Record Documents
- m. Delay of Submittals

2. Related Sections

- a. Section 00 50 00 (Agreement)
- b. Section 01 11 13 (Work Covered by Contract Documents)
- c. Section 01 11 20 (Design Services and Deliverables)
- d. Section 01 31 91 (Project Meetings)
- e. Section 01 45 00 (Quality Control)

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- f. Section 01 60 00 (Product Requirements)
  - g. Section 01 77 00 (Cleaning and Closeout Procedures)
  - h. Section 01 91 00 (Commissioning Requirements)
3. For Design Phase Deliverable Requirements, see Section 01 11 20 (Design Services and Deliverables).

## 1.2 PROCEDURES

- A. Submit three (3) sets in addition to required quantities for Design Builder team members, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents required by the Contract Documents. In lieu of physical copies of paper submittals, the Design Builder may request to submit electronic copies.
- B. Transmit each item with a standard letter of transmittal in form approved by City of Gonzales. Address to both City of Gonzales's Representative and Inspector of Record. One copy will be returned to Design Builder only when City of Gonzales action is required, generally where variations to the approved Contract Documents are desired.
- C. Identify Design Builder, Subcontractor, subconsultant, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Provide space for City of Gonzales approval.
- D. Where manufacturers' standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data which are applicable to this Project.
- E. Submit Shop Drawings, Samples, Product Data and other submittals (collectively, "Submittals") to City of Gonzales for review and action in accordance with accepted Schedule of Submittals. Also see Section 01 45 00 (Quality Control). It is the intent that during the construction phase routing of Submittals to the City of Gonzales is informational for purposes of coordination and communication to the City of Gonzales' Representatives and Inspector of Record, except where such submittals represent deviations or substitutions from the approved construction documents then requiring City of Gonzales' review and approval.
- F. The data shown on all Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show City of Gonzales the materials and equipment Design Builder proposes to provide and to enable City of Gonzales to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as City of Gonzales may require to enable City of

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Gonzales to review the submittal. The number of each Sample to be submitted will be as specified in the Specifications.

- G. At the time of each submission, Design Builder shall give City of Gonzales specific written notice of all variations, if any, that the Submittal may have from the requirements of the approved Contract Documents, and the reasons therefore. This written notice shall be in a written communication separate from the Submittal. In addition, Design Builder shall cause a specific notation to be made on each Submittal submitted to City of Gonzales for review and approval of each such variation.
- H. If City of Gonzales accepts such variation, it shall issue an appropriate Contract Modification with return to Design Builder of a reviewed set of the Submittal.
- I. Submittal coordination and verification is the responsibility of Design Builder and its Subcontractors. Before submitting each Submittal, Design Builder and its Subcontractors shall have determined and verified:
  - a. All field measurements (where possible), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
  - b. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
  - c. All information relative to Design Builder's sole responsibilities and of design and means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- J. Design Builder shall also have reviewed and coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.
- K. Design Builder's submission to City of Gonzales of a Submittal will constitute Design Builder's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Design Builder's review and approval of that Submittal.
- L. Designation of work "by others", if shown in Submittals prepared by a Subcontractor, subconsultant or supplier, shall mean that work will be the responsibility of the Design Builder or another Subcontractor rather than the Subcontractor, subconsultant or supplier that has prepared submittals.
- M. Prior to submitting to City of Gonzales, each of Design Builder's Submittals must be reviewed by the Design Build Architect and/or its Subconsultants and marked with actions defined as follows:

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- a. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
  - b. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 1. above, except that minor corrections as noted shall be made by Design Builder.
  - c. AMEND AND RESUBMIT - Rejected because of major inconsistencies or errors that must be resolved or corrected by Design Builder prior to subsequent review by City of Gonzales.
  - d. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and Specifications in major respects, e.g., wrong size, model, capacity, or material.
  - e. NOT REVIEWED - Submitted material has not been reviewed and is being returned to be acted upon by Design Builder without review by City of Gonzales.
  - f. CITY OF GONZALES REVIEW & ACCEPTANCE REQUIRED - Submitted material meets Design Builder's general acceptance but, constitutes a variation from the approved Contract Documents thus requiring City of Gonzales-specific review and acceptance. City of Gonzales's reviewed submittal will be returned to Design Builder with actions as defined in 1 through 5 above.
- N. It shall be Design Builder's responsibility to copy, conform and distribute reviewed Submittals in sufficient numbers for Design Builder's files, Subcontractors and vendors.
- O. After City of Gonzales's review of a Submittal, revise and resubmit as required. Identify changes made since previous Submittal.
- a. Begin no fabrication or work that requires Submittals until return of Submittals not requiring re-submittal.
  - b. Normally, Submittals will be processed and returned to Design Builder within fifteen (15) Business Days of receipt and shall be processed by City of Gonzales so as not to delay Design Builder's performance. City has two weeks 10 working days maximum to review and respond to submittals; DBE shall confirm it has appropriate time built into their schedules.
- P. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with Submittals.

**1.3 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS**

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Section 00 50 00 (Agreement).
- B. The Schedule of Shop Drawing and Sample Submittals will be used by City of Gonzales to schedule activities relating to review of submittals that may need City of Gonzales approval. City of Gonzales will review any shop drawing or submittal that constitutes substitution of products, systems or other deviation from approved Construction Documents. Schedule of Shop Drawing and Sample Submittals shall indicate a spreading out of Submittals and early Submittals of long lead-time items and of items that require extensive review.
- C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by City of Gonzales and shall be revised and resubmitted until accepted by City of Gonzales.

**1.4 SAFETY PLAN**

- A. Submit five (5) copies of a Safety Plan, compliant with Article 11 of Section 00 50 00 (Agreement), specific to this Contract to City of Gonzales no later than thirty (30) Days after City of Gonzales's approval of completed Construction Documents for either the entire Project or the first accepted phase of work as may be defined by Design Builder.
- B. One (1) copy of the accepted Safety Plan will be returned to Design Builder.
- C. No on-site work shall commence until the Safety Plan has been reviewed and accepted by City of Gonzales. Acceptance of the Safety Plan shall not affect Design Builder's responsibilities for maintaining a safe working place and instituting safety programs in connection with project. Neither the City of Gonzales nor any of its representatives assume any responsibility for Design Builder's safety related obligations. Design Builder shall have sole responsibility for safety on and off the Site.

**1.5 PROGRESS SCHEDULE**

- A. See Section 00 50 00 (Agreement) for schedule and report requirements.
- B. Submit one (1) operating electronic version on compact disk and five (5) print copies of the schedule at each of the following times:
  - 1. Original Project Master Schedule at least five (5) Days prior to the Design Conference or within fourteen (14) Days of Notice to Proceed, whichever is earliest.
  - 2. Detailed Design Schedule at least five (5) Days prior to the Design Conference or within fourteen (14) Days of Notice to Proceed, whichever is earliest.

3. Detailed Construction Schedule a minimum of ten (10) Days prior to the Pre-Construction Conference outlined in Section 01 31 19 (Project Meetings) or within forty (40) Days prior to start of construction, whichever is earliest.
  4. Construction Progress Schedule updates monthly, submitted with each Pay Application.
- C. Submit copies of the reports as required by Section 00 50 00 (Agreement).

#### 1.6 PRODUCT DATA

- A. Within sixty (60) Days after City of Gonzales's approval of completed Construction Documents for the Project, submit five (5) hard copies and one (1) electronic copy of the complete list of major products proposed for use, with name of the manufacturer, trade name, and model number for each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Tabulate products by specification section number.
- D. Supplemental Data:
  1. Submit number of copies that Design Builder requires, plus five (5) hardcopies and one (1) electronic copy that will be retained by City of Gonzales.
  2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to the Project.
- E. Provide copies for Project Record Documents described in Section 01 77 00 (Cleaning and Closeout Procedures).

#### 1.7 SHOP DRAWINGS

- A. Submit electronically or in hardcopy format as approved by City of Gonzales. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.
- B. For Shop Drawings submitted in hardcopy format, submit the number of copies which Design Builder requires, plus five (5) copies which will be retained by City of Gonzales.
- C. For Shop Drawings submitted in hardcopy format, the original sheet will be marked with City of Gonzales's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.

- D. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- E. Include manufacturers' installation instructions when required by Specification section.

#### 1.8 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns when City of Gonzales's selection is required as outlined in paragraph 1.2 above.
- B. Submit samples to illustrate functional and aesthetic characteristics of each product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Submit five (5) samples unless otherwise specified.
- E. Sizes: Unless otherwise specified, provide the following:
  - 1. Paint Chips: Manufacturers' standard
  - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
  - 3. Linear Products: Minimum 6 inches, maximum 12 inches long
  - 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- F. Full size samples may be used in the Work upon approval.
- G. Mock-ups:
  - 1. Erect field samples and mock-ups at the Site in accordance with the requirements of Construction Specification sections and Section 01 43 39 (Mockups).
  - 2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by City of Gonzales.
  - 3. Approved field samples and mock-ups may be used in the Work upon approval.

#### 1.9 QUALITY CONTROL SUBMITTALS

- A. Design Data: Submit electronically or in hardcopy format as approved by City of Gonzales. When submitted in hardcopy format, submit five (5) copies. One (1) copy shall be marked with City of Gonzales's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.



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1. Indicate that the design data conforms to or exceeds the requirements of the Contract Documents.
  2. Submit supporting reference data, affidavits, and certifications as appropriate.
  3. Identify conflicts with test reports, certificates, manufacturer's instructions or specific aspect(s) of the Contract Documents.
- B. Test Reports: Submit electronically or in hardcopy format as approved by City of Gonzales. When submitted in hardcopy format, submit five (5) copies. One (1) copy will be marked with City of Gonzales's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.
1. Indicate that the material or product conforms to or exceeds specified requirements.
  2. Reports may be from recent or previous tests on material or product, but must be acceptable to City of Gonzales. Comply with requirements of each individual Specification.
- C. Certificates: Submit electronically or in hardcopy format as approved by City of Gonzales. When submitted in hardcopy format, submit five (5) copies. One (1) copy will be marked with City of Gonzales's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.
- a. Indicate that the material or product conforms to or exceeds specified requirements.
  - b. Submit supporting reference data, affidavits, and certifications as appropriate.
  - c. Certificates may be recent or from previous test results on material or product, but must be acceptable to City of Gonzales.
- D. Manufacturers' Instructions: Submit electronically or in hardcopy format as approved by City of Gonzales. When submitted in hardcopy format, submit five (5) copies. One (1) copy will be marked with City of Gonzales's review comments and returned to Design Builder when required as outlined in paragraph 1.2 above.
1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
  2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 MACHINE INVENTORY SHEETS

- A. Not applicable.

1.11 OPERATIONS AND MAINTENANCE MANUALS

- A. Refer to Section 01 77 00 (Cleaning and Closeout Procedures) for Operation and Maintenance Manual submittal requirements.

1.12 COMPUTER PROGRAMS

- A. When any equipment requires operation by computer program(s), submit a copy of the program on appropriate compact disc plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Programs must be compatible with the current version MS Windows, or in a form otherwise acceptable to City of Gonzales. Provide required licenses to City of Gonzales at no additional cost.

1.13 PROJECT RECORD DOCUMENTS

- A. Submit one (1) copy of each of the Project Record Documents listed in Section 01 77 00 (Cleaning and Closeout Procedures).

1.14 DELAY OF SUBMITTALS

- A. Delay of Submittals by Design Builder is considered avoidable delay and Design Builder will not be entitled to an adjustment of the Contract Time due to delays attributed to late Submittals. Liquidated damages incurred because of late Submittals will be assessed to Design Builder.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

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SECTION 01 35 50

CALGREEN ENVIRONMENTAL REQUIREMENTS

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section includes: Comply with CALGreen environmental requirements related to energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality.
  - 1. Nonresidential Projects: Comply with specific CALGreen requirements for nonresidential projects.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. Mandatory Measures: Comply with CALGreen Mandatory Measures applicable to Project.
  - 1 Design team and construction team are each required to participate to maximum degree possible to achieve CALGreen environmental requirements.
  - 2 Design Criteria Documents are not intended to limit alternative means of achieving environmental requirements.
    - (a) Suggestions from Design/Build Contractor, subcontractors, suppliers, and manufacturers for achieving environmental requirements are encouraged; team approach is also encouraged.
  - 3 Voluntary Tiers: Construction team is encouraged to achieve enhanced Voluntary Tier levels by incorporating additional measures as defined in CALGreen Appendixes.
    - (a) Design/Build team is required to achieve Mandatory Measures and to achieve as much as possible without unacceptable cost impact or schedule impact on Project.
- B. Requirements: Design/Build team is required to review CALGreen requirements relative to Nonresidential Projects.
  - 1. Energy Efficiency: Comply with California Energy Commission requirements.
  - 2. Water Efficiency and Conservation: Comply with requirements for both indoor and outdoor water use.

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- C. Material Conservation and Resource Efficiency:
1. Nonresidential Projects: Provide weather-resistant exterior wall and foundation envelope including prevention of landscape irrigation spray on structures (if any), and prevent water intrusion at exterior entries.
  2. Construction Waste: Provide construction waste management plan as defined by CALGreen with at least 50% of construction waste diverted from landfill by recycling or salvage for reuse.
  3. Nonresidential Project Building Maintenance and Operation: Provide for commissioning requirements as required by CALGreen including but not limited to testing, documentation and training, testing and adjusting.
- D. Nonresidential Projects Environmental Quality:
1. Mechanical Equipment Pollution Control: Cover duct and related air distribution component openings to prevent dust and debris accumulation.
  2. Finish Material Pollution Control: Comply with CALGreen requirements for volatile organic compound (VOC) emissions including but not necessarily limited to following (as applicable):
    - (a) Adhesives, sealants and caulks.
    - (b) Paints and coatings.
    - (c) Carpet systems including carpet, carpet cushion, and adhesives.
    - (d) Resilient flooring systems.
    - (e) Composite wood products formaldehyde limitations.
  3. Filters: Comply with requirements for mechanically ventilated buildings to have air filtration media for outside and return air prior to occupancy.
  4. Environmental Tobacco Smoke (ETS) Control: Comply with CALGreen requirements for ETS.
  5. Interior Moisture Control: Comply with California Building Code requirements and CALGreen requirements for vapor retarder at concrete slab foundations and capillary break (aggregate base).
  6. Building Material Moisture Content: Do not use water damage building materials, remove and place wet and high moisture content insulation, and do not enclose wall or floor framing when moisture content exceeds 19%.
  7. Indoor Air Quality: Comply with CALGreen requirements for outside air delivery and carbon dioxide monitoring.
  8. Environmental Comfort: Comply with CALGreen requirements for whole acoustical control and interior sound control.

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- 9. Outdoor Air Quality: Comply with CALGreen requirements for reduction of greenhouse gases and ozone depletion.
  
- E. Planning and Design: Construction team shall coordinate with Design Team regarding Project Planning and Design methods related to CALGreen requirements related to Project design and shall comply with requirements related to construction.

1.3 QUALITY ASSURANCE

- A. Project Management and Coordination: Contractor to identify one person on Contractor's staff to be responsible for CALGreen issues compliance and coordination.
  - 1. Experience: Environmental project manager to have experience relating to CALGreen building construction.
  - 2. Responsibilities: Carefully review Contract Documents for CALGreen issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.
  - 3. Meetings: Discuss CALGreen Goals at the following meetings.
    - (a) Pre-construction meeting.
    - (b) Pre-installation meetings.
    - (c) Regularly scheduled job-site meetings.
  
- B. CALGreen Issues Criteria: Comply with requirements listed in CALGreen and various Specification sections.

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**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. General Issues: Do not use materials with moisture stains or with signs of mold or mildew.
  - 1. Moisture Stains: Materials that have evidence of moisture damage, including stains, are not acceptable, including both stored and installed materials; immediately remove from site.
  - 2. Mold and Mildew: Materials that have evidence of growth of molds or of mildew are not acceptable, including both stored and installed materials; immediately remove from site.

**PART 3 - EXECUTION**

**3.1 PROTECTION**

- A. Environmental Issues: Protect interior materials from water damage; where interior products not intended for wet applications are exposed to moisture, immediately remove from site.
  - 1. Protect installed products using methods that do not support growth of molds and mildews. Immediately remove from site materials with mold and materials with mildew.

**END OF SECTION**

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SECTION 01 41 00

REGULATORY REQUIREMENTS

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. This section includes regulatory requirements applicable to the Project.
- B. Specific reference in the specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the date of award of the Design/Build Agreement, even if an earlier version was used in development of, and/or specified elsewhere in the Contract Documents, Request for Proposals or Criteria Documents.
- C. Should any conditions develop not covered by the Contract Documents wherein the finished work will not comply with current codes, Design Builder shall address such conditions so that the finished work conforms to current codes.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations referred to in the Contract Documents shall have full force and effect as though printed in full in these specifications. Codes, laws, ordinances, rules and regulations are not furnished to the Design Builder, because the Design Builder is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations, including those for hazardous waste abatement work, in the Contract Documents is supplied to the Design Builder as a courtesy and shall not limit the Design Builder's responsibility for complying with all applicable laws, regulations or ordinances applicable to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.
- B. Work shall conform to all applicable Federal, State, and local codes, laws, ordinances, rules and regulations.
- C. Precedence:
  - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
  - 2. Where the Drawings, Plans or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the Drawings,



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Plans and Specifications shall take precedence so long as such increase is legal.

3. Where no requirements are identified in the Drawings, Plans or Specifications, Design Builder shall comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.
4. The Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations Structural Safety, Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the proposals are opened and as it pertains to school construction including, without limitation:
  - a. Test and testing laboratory per section 4-335.
  - b. Special inspections per section 4-333 ©
  - c. Verified reports per section 4-365 & 4-343 ©
  - d. Duties of the Architect and Engineers shall be per section 4-333 (a) and 4-341.
  - e. Duties of the Design Builder shall be per section 4-343.
  - f. Addenda and Change Orders per section 4-338.

**1.3 CODES**

- A. Codes which apply to the Contract Documents include, but are not limited to, the most current version(s) of the following:
  1. California Building Code (Title 15, Part 2, Title 24, C.C.R., including, without means of limitation, sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
  2. California Electrical Code (Part 5, Title 24, C.C.R.)
  3. California Mechanical Code (Part 3, Title 24, C.C.R.)
  4. California Plumbing Code (Part 4, Title 24, C.C.R.)
  5. California Elevator Safety Regulations (Part 7, Title 24, C.C.R.)
  6. International Building Code
  7. Uniform Plumbing Code
  8. Uniform Mechanical Code
  9. National Electrical Code
  10. California Energy Code
  11. California Fire Code
  12. CALGreen Code

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1.4 LAWS, ORDINANCES, RULES AND REGULATIONS

During prosecution of Work to be done under the Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

A. Federal

1. Americans With Disabilities Act of 1990 ADAI
2. 29 CFR, Section 1910.1001, Asbestos
3. 40 CFR, Subpart M, National Emission Standards for Asbestos
4. Executive Order 11246
5. Federal Endangered Species Act
6. Clean Water Act
7. Federal Occupational Safety & Health Administration Act

B. State of California

1. California Code of Regulations, Titles 5, 8, 12, 13, 15, 17, 19, 20, 21, 22, 23 24 and 25
2. California Public Contract Code
3. California Health and Safety Code
4. California Government Code
5. California Labor Code
6. California Civil Code
7. California Code of Civil Procedure
8. CPUC General Order 95, Rules for Overhead Electric Line Construction
9. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
10. California Occupational Safety and Health Administration (Cal OSHA)
11. Occupational Safety and Health Administration (OSHA): Hazard Communications Standards
12. California Endangered Species Act
13. Water Code
14. Fish and Game Code
15. California Education Code

C. State of California Agencies

1. State and Consumer Services Agency
2. Office of the State Fire Marshal
3. CalTrans
4. Department of Fish and Game
5. Division of the State Architect
6. Office of Public School Construction
7. State Allocation Board
8. California Department of Education

- D. Local Agencies:
1. City of Gonzales
  2. County Fire Marshal
  3. Bay Area Air Quality Management
  4. Irrigation - City of Gonzales
- E. Other Requirements:
1. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
  2. The following NFPA Standards apply (latest edition):
  3. NFPA Standards
    - a. 13 Installation of Sprinkler Systems
    - b. 14 Installation of Standpipes and Hose Systems
    - c. 20 Installation of Centrifugal Fire Pumps
    - d. 24 Installation of Private Fire Service Mains
    - e. 50 Bulk Oxygen Systems
    - f. 72 National Fire Alarm Code (as amended)
    - g. 80 Fire Doors and Fire Windows
    - h. 92A Smoke Control Systems
    - i. 2001 Clean Agent Fire Extinguishing Systems
  4. The Design Builder shall comply with Standard Specifications such as California Standard Specification, ASTM, ANSI, AASHTO, AISC, Commercial Standards, Federal Specifications, NFPA, NEMA, AWWA, UL, and the like.
  5. References on the Drawings, Plans or in the Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 01410 together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- F. Design Builder shall provide access to all of the foregoing within twenty-four (24) hours and maintain a copy of each of the above documents in the Design Builder’s field office.
- G. It shall be understood that manufacturers, producers, and their agents of materials are required either to have such specifications available for reference or to be fully familiar with their requirements as pertains to their project or material
- H. Other Applicable Laws, Ordinances and Regulations:

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1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions having authority over the Project.
2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility City of Gonzales.
3. Where such laws, ordinances rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Stipulated Sum.

I. Change Orders and Claims:

1. The Public Contract Code, including but not limited to § 7105(d)(2), and Government Code § 930.2 *et seq.*, apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims.
2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly authorized in a fully executed change order approved by City of Gonzales.

1.5 DEFERRED APPROVAL

- A. Where noted in technical Specification sections, certain items of material may require deferred approval pending submittal of shop drawings. It is the City of Gonzales's intent to minimize the number of deferred submittals for this project. For these items, Contractor shall submit details and structural calculations for anchorage, to comply with State of California Code of Regulations Title 24, including Table 16-B. Calculations shall be made by a Structural Engineer registered in the State of California.

1.6 CONFLICTS

- A. Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- B. Between referenced regulatory requirements and the Contract Documents: Comply with the one establishing the more stringent requirement.

1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

- A. The Design Builder acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Design Builder, must be accessible to the disabled public. The Design Builder shall provide the services specified in this Agreement in a manner that complies with the ADA and any and

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all other applicable federal, state and local disability rights legislation. The Design Builder shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of the Design Builder, its employees, agents or assigns shall constitute a material breach of this Agreement.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

**SECTION 01 42 00**

**REFERENCES**

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**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This section includes reference standards, abbreviations, symbols and definitions used in the Contract Documents.
- B. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- C. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to the Design Builder, since manufacturers and trades involved are assumed to be familiar with their requirements.

**1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES;  
REPORTING AND RESOLVING DISCREPANCIES**

- A. References to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Design Builder discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, report it in writing at once by submitting an RFI to City of Gonzales, and await City of Gonzales's instructions before proceeding.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, RFP, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

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2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
- D. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of City of Gonzales or Design Builder or any of Design Builder's consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to City of Gonzales or any of its consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- E. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in the Contract Documents.
1. Comply with referenced standards and specifications; latest revision in effect at the time of opening of Proposals, unless otherwise identified by date.
    - a. Exception: Comply with issues in effect as listed in governing legal requirements.
- F. Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- G. Jobsite Copies:
1. Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.
  2. At a minimum, the following shall be readily available at the Site:
    - a. Safety Codes: State of California, Division of Industrial Safety regulations.
- H. Edition Date of References:
1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Proposals.
  2. All amendments, changes, errata and supplements as of the effective date shall be included.
    - a. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may

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not be further identified by title, date, revision, or amendment. It is presumed that Design Builder is familiar with and has access to these nationally- and industry-recognized specifications and standards.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**



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**SECTION 01 42 13**

**ABBREVIATIONS**

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**PART 1 - GENERAL**

- 1.1 Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

|          |   |
|----------|---|
| AA       | Aluminum Association  |
| AAADM    | American Association of Automatic Door Manufacturers                                  |
| AABC     | Associated Air Balance Council  |
| AAMA     | Architectural Aluminum Manufacturers Association                                      |
| AAP      | Affirmative Action Program  |
| AASHTO   | American Association of State Highway and Transportation Officials                    |
| ABMA     | American Boiler Manufacturers Association   |
| ABPA     | American Board Products Association   |
| ACI      | American Concrete Institute   |
| ACPA     | American Concrete Pipe Association  |
| ADAAG    | Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities |
| AED      | Association of Equipment Distributors   |
| AGA      | American Gas Association  |
| AGC      | Association of General Contractors  |
| AHJ      | Authorities Having Jurisdiction   |
| AIA      | American Institute of Architects  |
| AISC     | American Institute of Steel Construction  |
| AISI     | American Iron and Steel Institute   |
| AITC     | American Institute of Timber Construction   |
| AMCA     | Air Moving and Conditioning Association, Inc.   |
| ANSI     | American National Standards Institute (formerly American Standards Association)       |
| APA      | American Plywood Association  |
| ARI      | Air-Conditioning and Refrigeration Institute  |
| ASHRAE   | American Society of Heating, Refrigeration, and Air-Conditioning Engineers            |
| ASME     | American Society of Mechanical Engineers  |
| ASTM     | American Society for Testing and Materials  |
| AWCI     | Association of the Wall and Ceiling Industries  |
| AWI      | American Woodwork Institute   |
| AWPA     | American Wood- Preservers Association   |
| AWPB     | American Wood Preservers Bureau   |
| AWS      | American Welding Society  |
| AWWA     | American Water Works Association  |
| BIL      | Basic Insulation Level  |
| BIM      | Building Information Modeling   |
| Cal/OSHA | California Occupational Safety and Health Administration                              |
| Caltrans | State of California, Department of Transportation                                     |
| CBC      | California Building Code  |

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|       |   |
|-------|---|
| CCD   | Construction Change Directive   |
| CCR   | California Code of Regulations  |
| CEC   | California Electric Code  |
| CFR   | Code of Federal Regulations   |
| CGA   | Compressed Gas Association  |
| CISPI | Cast Iron Soil Pipe Institute   |
| CLMFI | Chain Link Fence Manufacturers Institute  |
| CMC   | California Mechanical Code  |
| CO    | Change Order  |
| CPC   | California Plumbing Code  |
| CPM   | Critical Path Method  |
| CPUC  | California Public Utilities Commission  |
| CRA   | California Redwood Association  |
| CRSI  | Concrete Reinforcing Steel Institute  |
| CS    | Commercial Standards, U.S. Department of Commerce                                 |
| CSA   | Canadian Standards Association  |
| CTI   | Ceramic Tile Institute  |
| DB    | Design Build  |
| DBE   | Design Build Entity   |
| DHI   | Door and Hardware Institute   |
| DSA   | Division of State Architect (formerly known as the Office of the State Architect) |
| ED2   | ED2 International (Criteria Architect)  |
| EPA   | Environmental Protection Agency   |
| FCI   | Fluid Controls Institute  |
| FFE   | Furniture Fixtures and Equipment  |
| FG    | Flat Glass Marketing Association  |
| FM    | Factory Mutual  |
| FS    | Federal Specifications  |
| GA    | Gypsum Association  |
| GANA  | Glass Association of North America  |
| HPMA  | Hardwood Plywood Manufacturers Association  |
| HVAC  | Heating, Ventilating and Air Conditioning   |
| I.D.  | Identification  |
| IACS  | International Annealed Copper Standards   |
| IAPMO | International Association of Plumbing and Mechanical Officials                    |
| ICBO  | International Conference of Building Officials                                    |
| ICEA  | Insulated Cable Engineers Association   |
| IEEE  | Institute of Electrical and Electronic Engineers, Inc.                            |
| IES   | Illuminating Engineering Society  |
| ISA   | Instrumentation Society of America  |
| JATC  | Joint Apprenticeship Training Committee   |
| JV    | Joint Venture   |
| SMC   | Swinerton (Program Manager)   |
| LBE   | Local Business Enterprise   |
| M.I.  | Middle Initial  |
| MIA   | Masonry Institute of America  |
| MIA   | Marble Institute of America   |
| MLSFA | Metal Lath/Steel Framing Association  |
| MS    | Military Specifications   |

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|        |  |
|--------|--|
| MSDS   | Material Safety Data Sheet   |
| MSS    | Manufacturers Standardization Society of the Valve & Fitting Industry                    |
| NAAMM  | National Association of Architectural Metal Manufacturers                                |
| NAAWS  | North America Architectural Woodwork Standards   |
| NACE   | National Association of Corrosion Engineers  |
| NBS    | National Bureau of Standards   |
| NEC    | National Electric Code   |
| NEMA   | National Electric Manufacturers Association  |
| NESC   | National Electrical Safety Code  |
| NFPA   | National Fire Protection Association   |
| NFPA   | National Forest Products Association   |
| NIOSH  | National Institute for Occupational Safety and Health                                    |
| NIST   | National Institute of Science and Technology (formerly the National Bureau of Standards) |
| NOFMA  | National Oak Flooring Manufacturers Association  |
| NSF    | National Sanitation Foundation   |
| NTMA   | National Terrazzo & Mosaic Association   |
| NWWDA  | National Wood Windows and Doors Association  |
| OSHA   | Occupational Safety and Health Administration  |
| OWNER  | City of Gonzales and or City of Gonzales's Designated Representative                     |
| PCA    | Portland Cement Association  |
| PCI    | Pre-stressed Concrete Institute  |
| PDI    | Plumbing and Drainage Institute  |
| PG&E   | Pacific Gas and Electric Company   |
| PM     | Preventive Maintenance   |
| PR     | Proposal Request   |
| PS     | Product Standard, U. S. Department of Commerce   |
| RFI    | Request for Information  |
| RFP    | Request for Proposals  |
| RFS    | Request for Substitution   |
| RSI    | Request for Supplemental Information<br>City of Gonzales                                 |
| SDI    | Steel Deck Institute   |
| SFM    | State of California, Office of State Fire Marshal  |
| SIGMA  | Sealed Insulating Glass Manufacturers Association  |
| SJI    | Steel Joint Institute  |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association                        |
| SMC    | Swinerton Management & Consulting (City of Gonzales's Construction<br>Manager)           |
| SPIB   | Southern Pine Inspection Bureau  |
| SSPC   | Steel Structures Painting Council  |
| SWI    | Steel Window Institute   |
| TCNA   | Tile Council of North America  |
| TIE    | Time Impact Evaluation   |
| UBC    | Uniform Building Code  |
| UFC    | Uniform Fire Code  |
| UL     | Underwriters' Laboratories, Inc.   |
| UMC    | Uniform Mechanical Code  |
| UPC    | Uniform Plumbing Code  |

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|       |  |
|-------|--|
| USA   | Underground Service Alert                    |
| USC   | United States Code                           |
| WCLIB | West Coast Lumber Inspection Bureau          |
| WDMA  | Window and Door Manufacturers Association    |
| WHI   | Warnock Hersey International – a testing lab |
| WWPA  | Western Wood Products Association            |

1.2 Abbreviations in Specifications:

|          |                          |
|----------|--------------------------|
| AWG      | American Wire Gauge      |
| accord   | Accordance               |
| Co.      | Company                  |
| Corp.    | Corporation              |
| cm.      | centimeter (centimeters) |
| cu.      | Cubic                    |
| Div.     | Division                 |
| dia.     | Diameter                 |
| ft.      | foot (feet)              |
| g./gr.   | gram (grams)             |
| gal.     | gallon (gallons)         |
| gpd      | gallons per day          |
| gpm      | gallons per minute       |
| hr.      | Hour                     |
| kg.      | kilogram (kilograms)     |
| in.      | inch (inches)            |
| Inc.     | Incorporated             |
| km.      | kilometer (kilometers)   |
| Kw       | Kilowatt                 |
| l.       | liter (liters)           |
| lbs.     | Pounds                   |
| m        | meter (meters)           |
| Mfg.     | Manufacturing            |
| Mg.      | milligram (milligrams)   |
| ml./mls. | milliliter (milliliters) |
| mm.      | millimeter (millimeters) |
| No.      | Number                   |
| o.c.     | on centers               |
| O.D.     | outside diameter         |
| psi      | pounds per square inch   |
| psf      | pounds per square foot   |
| sq.      | Square                   |
| T & G    | tongue and groove        |
| U.S.     | United States            |
| yd.      | yard (yards)             |

1.3 Abbreviations on Drawings:

Additional abbreviations, used only on drawings, are indicated thereon.

1.4 SYMBOLS

1.4.1 Symbols in Specifications:

|    |   |
|----|---|
| :  | “shall be” or “shall” - where used within sentences or paragraphs                           |
| #1 | Number  |
| 1# | Pound   |
| &  | And   |
| %  | Percent   |
| C  | Centigrade  |
| F  | Fahrenheit  |
| °  | Degree  |
| /  | per, except where used to combine words; example: power/fuel, and in that case it means and |
| “  | inch (inches)   |
| ‘  | foot (feet)   |
| @  | At  |

1.4.2 Symbols on Drawings:

Symbols, used only on Drawings, are indicated thereon.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

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SECTION 01 43 39

MOCKUPS

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the pre- construction and construction inspection of mock-ups.
- B. Related sections include the following:
1. Section 01 11 00 (Work Covered By Contract Documents).
  2. Section 01 33 00 (Submittal Procedures).
  3. Section 01 45 00 (Quality Control).
  4. Criteria Documents for specific test and inspection requirements and section 1.2. below.

1.2 DEFINITIONS

- A. Mock-ups: Full-size, physical assemblies that are constructed on-site and off-site to illustrate finished dimensions, colors, furnishings, equipment and materials as required. Mock-ups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mock-ups establish the standard by which the Work will be judged.
- B. Mock-ups: These mock-ups are intended to be a part of the completed building or system within the building. Include the following areas for partial exterior wall:
- The window in a cased opening.
  - The condition where the floor line passes by the storefront.
  - The offset condition.
  - The storefront system with an openable window.
  - The sill and jamb condition of the storefront.
  - Interior laboratory casework incorporating a sink, gas and electrical and associated plumbing and electrical fixtures.
  - Metal wall panels
  - Metal roof panels
  - Roof / fascia / exterior soffit / Top of wall conditions



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1.3 REQUIREMENTS

- A. Mock-up construction is required for the Project as specified above in section 1.2.
- B. Requirements: Requirements of the mock-up are in two basic categories, both of which are intended to establish design intent has been met, establish review of basic quality control measures, and establish approval of installation means and methods by the City of Gonzales and Redevelopment Agency prior to mass construction:
  - 1. Large Independent Structure: This mock-up consists of independent structures, preordered materials and trades required to complete the mock-up. It is the City of Gonzales's intent to verify materials, system interfaces, and to establish the minimum quality that is required. These mock-ups are intended to be a part of the completed building or system within the building; they are not intended to replace the required product samples. Mock-ups shall have the following requirements.
    - a. Mock-ups shall be post shop drawings review and prior to ordering of materials.
    - b. Exterior wall mock-ups are to be designed as a composite of conditions and interfaces of systems to allow the City of Gonzales, Construction Manager, and Design Builder to review actual construction sequencing, tolerances, quality control, installation methodology, back-up systems, flashing and counter flashing, finish appearance and other variables to maximize quality control and establish installation techniques prior to design completion, mass delivery, and ordering of components.
    - c. The main exterior mock-up shall consist of the components listed in paragraph 1.3. and 1.2. above as a minimum. The drawing showing all conditions for the mock-up shall be reviewed and approved by the City of Gonzales. The purpose of the Design Builder mock-up shall be to illustrate actual construction techniques and systems to be implemented on the Project.
    - d. Provide mock-up of all the design elements, systems, structure and materials that will compose the proposed facade.
  - 2. Small Independent Structure: Miscellaneous components for this mock-up consist of independent structures, preordered materials and trades required to complete the mock-up. It is the City of Gonzales's intent to verify materials, system interfaces, and to establish the minimum quality that is required with approval of the City of Gonzales prior to mass production/execution. It is also the City of Gonzales's intent to have regulatory agencies and community stakeholders review for regulatory and Project intent compliance as required. Mock-ups are intended to be a part of the completed building or system within the building; they are not intended to replace the required product samples.

**1.4 SUBMITTALS**

- A. Work Plan and Schedule: The Design Builder's Project Manager in charge of Mock-ups shall submit a schedule for the construction of mock-ups for review and approval by the City of Gonzales prior to construction.

**1.5 QUALITY ASSURANCE**

- A. Design Builder's Project Manager: The Design Builder shall designate a Project Manager to oversee all work associated with this Section 01 45 00 (Quality Control). The Project Manager will be the main contact throughout the process of building, revising, and approving all mock-ups.
- B. Mock-ups: Before installing portions of the Work requiring mock-ups, build mock-ups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mock-ups full-size and in the location as indicated by the Design Builder and approved by the City of Gonzales's Project Manager.
  - 2. Notify City of Gonzales's Project Manager 14 days in advance of dates and times when mock-ups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain City of Gonzales Project Manager's approval of mock-ups before starting work, fabrication, or construction.
  - 5. Maintain mock-ups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mock-ups when directed, unless otherwise indicated.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Materials and finishes for mock-ups shall comply with the requirements specified in the various applicable sections of the specifications and shall match previously submitted and approved samples.
- B. Mock-ups shall incorporate all related construction materials and finishes upon the completed Work.

**PART 3 - EXECUTION**

**3.1 MOCK-UP INSTALLATION**

- A. Mock-ups shall be constructed in accordance with the approved construction documents, specific mock-up drawings, and approved shop drawings and product

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data. If changes are required, the Design Builder shall complete modifications to all documents.

- B. Mock-ups may be built off-site in a location secured by the Design Builder. Mock-ups shall be revised as required to achieve proper spatial and functionality goals outlined in the Criteria Documents.
- C. Mock-ups shall be built "in place" as part of the permanent construction. Periodic inspections by the City of Gonzales and Design Builder will be made during the construction process to review the installation.
  - 1. Insofar as possible, mock-ups shall illustrate contiguous materials and finishes, and be arranged in the same relationship, as they will appear in the finish construction.
  - 2. Each kind of material shall be fabricated, installed and finished by the various subcontractors, Design Builders, or others who will be furnishing and performing the Work in the permanent construction.
  - 3. Protect and clean as required to leave the mock-up and adjacent areas in proper condition, upon completion of the Work.
  - 4. Remedial measures, which may be necessary on mock-ups, shall maintain standards of quality and durability required by the Contract Documents, and shall be subject to approval by the City of Gonzales's Project Manager.
  - 5. When so directed by the City of Gonzales's Project Manager, mock-ups shall be dismantled and the materials disposed of by the Design Builder.
  - 6. Mock-ups shall be approved by the City of Gonzales's Project Manager, before materials are ordered for the Project.

### 3.2 MOCK-UP INSPECTION

- A. Notify City of Gonzales's Project Manager at the start of construction of mock-ups and provide progress reports to allow the City of Gonzales's Project Manager to schedule inspections.
- B. The City of Gonzales and other interested parties may visually examine the mock-ups during construction.
- C. After approximately 50 percent of each mock-up has been built, request City of Gonzales Project Manager's preliminary review before completion. Incorporate visual and technical changes or variations requested by the City of Gonzales's Project Manager into mock-ups during their construction and prior to their completion, insofar as possible.
- D. Obtain City of Gonzales Project Manager's acceptance of visual and technical qualities of mock-ups before commencing the corresponding Work for the Project. Revise the Construction Schedule, as needed, to reflect required mock-up revisions.

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- E. Should mock-ups fail to meet the City of Gonzales Project Manager's approval, they shall be taken down or dismantled, and reconstructed to the extent necessary, until acceptance has been obtained.
- F. Time the completion and reworking of mock-ups necessary to obtain acceptance to avoid delay in the construction schedule of the Project. Update the Construction Schedule to reflect required revisions to mock-ups.

**3.3 REPAIR AND PROTECTION**

- A. Retain, maintain, and protect the mock-ups during construction to serve as a standard for judging work incorporated into the Project.
- B. Maintain mock-ups and surrounding site in a safe and clean condition. Repair any damage to mock-ups immediately upon occurrence.

**3.4 REMOVAL**

- A. Remove mock-ups at the completion of the Work upon the authorization of the City of Gonzales's Project Manager. Complete site work at the mock-up location in accordance with the Contract Documents.

**END OF SECTION**

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**SECTION 01 45 00**

**QUALITY CONTROL**

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Quality Assurance and Quality Control.
  - 2. Quality Control Plan.
  - 3. Special Testing and Inspection.
  
- B. Materials to be furnished under the Contract Documents are subject to testing and inspection for compliance with the Drawings and Specifications. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Design Builder of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Design Builder's other quality assurance and control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Design Builder to provide quality assurance and control services required by City of Gonzales are not limited by provisions of this Section.
  
- C. Related Sections include the following:
  - 1. Section 00 50 00 (Agreement) for developing a schedule of required tests and inspections.
  - 2. Section 01 43 39 (Mock-Ups) for the specific quality requirements associated with the construction and inspection of mock-ups.
  - 3. Section 01 73 29 (Cutting and Patching) for repair and restoration of construction disturbed by testing and inspecting activities.
  - 4. Divisions 02 through 33 for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by City of Gonzales's Representative.
- C. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- D. NVLAP: A testing agency accredited according to the National Institute of Standards and Technology's (NIST's) National Voluntary Laboratory Accreditation Program.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to City of Gonzales's Representative, to establish product performance and compliance with industry standards.
- G. Source Quality Control Testing: Tests and inspections that are performed at the source (i.e., a plant, mill, factory, or shop).
- H. Field Quality Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both that is certified as meeting the requirements applicable to the Work. Testing laboratory shall mean the same as testing agency.
- J. Testing, Inspection and Observation (TIO) Program: A program prepared for approval prior to issuance of the building permit that identifies the materials and tests to be performed on a project and the firm(s) and/or individual(s) responsible for performing those tests including, at a minimum, those required by applicable sections of the California Building Standards Code.
- K. Installer/Applicator/Erector: Design Builder or another entity engaged by Design Builder as an employee or Subcontractor of any tier to perform a particular construction operation, including installation, erection, application, and similar operations.

- L. Experienced: As used herein, an individual or entity that has successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction to work in California.

### 1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to City of Gonzales' Representative for a decision before proceeding.
- B. 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. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to City of Gonzales' Representative for a decision before proceeding.

### 1.4 QUALITY CONTROL PERSONNEL

- A. Quality Control Manager: Provide a Quality Control Manager at the Site to manage and implement the Quality Control Plan. The duties and responsibilities of the Quality Control Manager will be to manage and implement the Quality Control Plan. The Quality Control Manager's duties and responsibilities include, but are not limited to:
  - 1. Attending the Coordination and Detailing Activity (CDA) meetings, Weekly Construction Progress Meetings, Pre-installation Meetings, and Commissioning Meetings.
  - 2. Conducting Quality Control meetings, as necessary.
  - 3. Reviewing submittals.
  - 4. Preparing, monitoring and following through on Requests for Information, Change Orders, and Deferred Approvals.
  - 5. Preparing, coordinating and following through on Requests for Inspection.
  - 6. Ensuring testing is performed.
  - 7. Preparing required Quality Control certifications and documentation.

No Work or testing may be performed unless the Quality Control Manager or a Designated Alternate Quality Control Manager is on the Site. The Quality Control Manager shall report directly to an officer of the Design Build firm who shall not be



the same individual as, nor be subordinate to, the Project Manager or Superintendent.

- B. **Qualifications:** The Quality Control Manager must be a graduate of a four year accredited college program in one of the following disciplines: engineering, architecture, construction management, engineering technology, building construction, or building science with a minimum of ten (10) years experience as a superintendent, inspector, Quality Control Manager, project manager, or construction manager on major and complex projects.
- C. **Other Quality Control Personnel:** Provide additional quality control personnel (e.g., Quality Control Specialists, administrative support staff) as described in the Quality Control Plan and as required to implement the Quality Control Plan. The City of Gonzales, at its sole discretion, may require the Design Builder to assign additional quality control personnel to the Project if the City of Gonzales believes the Design Builder's assigned personnel are not capable of implementing the Quality Control Plan to the City of Gonzales' satisfaction. The Design Builder shall provide any additional personnel required by the City of Gonzales at no additional cost. Other active members of the Quality Control Program shall include a minimum of a full time architectural and engineering coordinator, Contractor's Cal Green Coordinator as defined in Section 01 35 55 (CALGreen Environmental Requirements), and Contractor's Commissioning Coordinator as defined in Section 01 91 00 (Commissioning Requirements). The Quality Control Manager and supporting members' responsibility is to ensure compliance with Contract Documents and is a requirement of the Contractor Quality Control Program.

## 1.5 SUBMITTALS

- A. **Qualification Data:** For testing agencies specified in Article 1.6 (Quality Assurance) below to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
  - 1. **Testing, Inspection and Observation Program:** Prepare according to the requirements contained in Section 7-141 of the California Building Standards Administrative Code (Part 1, Title 24, CCR). Submit to City of Gonzales Representative for approval prior to issuance of the building permit.
- B. **Reports:** Reports of all tests made shall be provided regardless of whether test results indicate that the material tested is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. City of Gonzales' Project title and number.

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3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Applicable Construction Drawing, detail, and Specification numbers.
  6. Names of individuals making tests and inspections.
  7. Description of the Work and test and inspection method.
  8. Identification of product and Specification Section including specified design strength or other applicable criteria.
  9. Complete test or inspection data.
  10. Test and inspection results and an interpretation of test results.
  11. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  12. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  13. A statement that the material or materials were sampled and tested according to the requirements of the California Code of Regulations, Title 21 or 22 and 24.
  14. Name and signature of laboratory inspector.
  15. Recommendations on retesting and reinspecting, if any.
  16. Reports shall be prepared according to the requirements of a Testing, Inspection, and Observation Program (“TIO”) and sections 7-141 and 7-151 of the California Building Standards Code, Part 1, Title 24, CCR. Copies of each report shall be submitted as follows:
    - a. City of Gonzales Representative
    - b. Architect of Record
    - c. Structural Engineer of Record
    - d. Design Builder (2 copies)
    - e. Inspector of Record
- C. Permits, Licenses, and Certificates: For City of Gonzales’ records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

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- D. Quality Control Plan: Prepare a plan describing procedures and methods the Design Builder will utilize to control the quality of the Work. At a minimum the Quality Control Plan shall include:
1. An organizational structure description, including Quality Control supervision, and inspection reporting structure. Delineate personnel training and qualification activities.
  2. Plans and procedures for testing and inspections to verify attributes delineated in the Contract Documents, including those specified in referenced Codes and standards. Include documents that identify individual inspection or testing points and acceptance criteria, and include provisions for recording results and the responsible inspection/test personnel. This documentation shall be traceable to the particular material, items, processes or systems evaluated, including notification requirements.
  3. Procedures for identifying and contractually invoking the applicable technical and quality requirements delineated in the Specifications on vendors supplying materials, parts and services.
  4. Plans and procedures for receiving, inspecting and accepting materials and items. These shall include examination of physical condition and compliance with purchasing requirements, including markings for class type and grade, and conformance with supplied documentation. These shall also include provisions for:
    - a. Identifying, controlling and processing non-conforming items, including notification to the City of Gonzales.
    - b. Inspection of materials for authenticity to preclude counterfeit parts, for items and attributes of concern identified by City of Gonzales.
    - c. Verifying for compliance and traceability, maintaining, and turnover to the City of Gonzales, certificates of conformance and mill certificates required by Contract Documents or codes or standards invoked, for materials received.
  5. Provisions for identifying defective Work. Bring to City of Gonzales' attention, for consultation and possible relief, those cases where correction within the specified requirements may introduce a significant schedule penalty, personnel hazard, or compromise the quality of installed items, or is otherwise impractical.
  6. Controls to assure that only the "Approved for Inspection" construction documents are utilized in the Work.

- a. This includes provisions for removing superseded versions from the work area, except where explicitly and prominently marked “Void - For Information Only”; such as to retain annotated installation data.
7. Detailed formal procedures or instructions for the performance of special processes, such as welding or concrete placement. These procedures/instructions and personnel performing special processes shall be qualified and certified as required by codes and standards invoked in the Contract Documents.
8. Controls providing for periodic calibration of testing and measurement equipment, including unique equipment identification and calibration tracking.
9. Maintain records documenting the implementation of the above activities, including tests, inspections, special process qualification and execution, vendor documentation and defective Work resolution. These records shall be indexed, protected and retrievable for final submission to City of Gonzales.
10. Identify all tests and inspections that Design Builder proposes to be conducted by the City of Gonzales.
11. Approval: The Quality Control Plan must be approved before the start of construction and shall reflect the requirements of the approved Testing, Inspection and Observation Program. The City of Gonzales reserves the right to require revisions to the Quality Control Plan that are necessary to ensure the specified quality of the Work. The City of Gonzales may interview Quality Control personnel at any time to verify their submitted qualifications.
12. Changes: The Design Builder shall submit any requested changes to the Quality Control Plan, including changes in personnel, to the City of Gonzales in writing. Proposed changes must be submitted at least seven (7) Days in advance of the desired effective date of the change. No change in the Quality Control Plan shall be implemented without the City of Gonzales Representative’s written approval.

#### 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-

service performance. Installers shall be qualified by the product or equipment manufacturer, if required for warranty or other performance guarantees.

- C. **Manufacturer Qualifications:** A firm experienced in fabricating products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units as required to meet the Project schedule.
- D. **Fabricator Qualifications:** A firm experienced in procuring and fabricating products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units as required to meet the Project schedule.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in California and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of systems, assemblies, or products that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, including the requirements of ASTM D3666, D3740, E329, E543, and E548 as applicable; and with additional qualifications specified in individual Sections; and that is acceptable to City of Gonzales. All testing shall be performed under the supervision and control of a California registered professional engineer employed by the testing agency.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of a manufacturer who is trained and approved by the manufacturer to inspect installation of the manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where a testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Design Builder's responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.

- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - c. Provide sizes and configurations of test assemblies to adequately demonstrate capability of products to comply with performance requirements.
  - d. Build site-assembled test assemblies using installers who will perform same tasks for Project.
  - e. When testing is complete, remove test specimens and assemblies; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality assurance service to Design Builder, with a copy to the City of Gonzales. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.7 QUALITY CONTROL

- A. City of Gonzales Responsibilities: Where quality control services are indicated as City of Gonzales' responsibility, City of Gonzales will engage a qualified testing agency to perform these services.
1. Specified inspection and testing shall be performed in accordance with Part 1, Title 24, Article 4, Paragraph 7-149, California Code of Regulations.
  2. City of Gonzales will furnish Design Builder with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspections they are engaged to perform.
  3. Payment for these services will be by the City of Gonzales.
  4. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Design Builder, and the Contract Sum will be adjusted by Change Order.
  5. City of Gonzales' Project Inspector:
    - a. Project Inspector employed by the City of Gonzales in accordance with the requirements of the California Building Code will be assigned to the work. The Project Inspector's duties are specifically defined in CCR Title 24 Part 1.

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- b. The Design Builder shall notify the Project Inspector a minimum of 2 working days in advance of execution of all Work that requires inspection.
    - c. The Work in all stages of progress shall be subject to the personal continuous observation of the Project Inspector. He or she shall have free and safe access to any or all parts of the work at any time. The Design Builder shall furnish the Project Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Design Builder from any obligation to fulfill this Contract.
- B. Design Builder's Responsibilities: Tests and inspections not explicitly assigned to City of Gonzales are Design Builder's responsibility
  - 1. Where services are indicated as Design Builder's responsibility, engage a qualified testing agency to perform these quality control services.
    - a. Design Builder shall not employ same entity engaged by City of Gonzales.
  - 2. Notify testing agencies and the City of Gonzales Representative at least seventy-two (72) hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality control services are indicated as Design Builder's responsibility, submit a certified written report, in duplicate, of each quality control service to the City of Gonzales Representative.
  - 4. Testing and inspecting requested by Design Builder and not required by the Contract Documents are Design Builder's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when so directed by the City of Gonzales Representative.
  - 6. Do not cover work before required tests and inspections are performed (refer to Section 00 50 00 (Agreement)).
- C. Disqualified Material: Material shipped or delivered to the site by the Design Builder from the source of supply prior to satisfactorily passing required tests or inspections, or prior to the receipt of a notice from the City of Gonzales Representative that such testing or inspection is not required, shall not be incorporated into the Work.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment

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installation, including service connections. Report results in writing as specified in Section 01 33 00 (Submittal Procedures).

- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Design Builder's responsibility, provide quality control services, including retesting and reinspection, for construction that replaces Work that failed to comply with the Contract Documents (refer to paragraphs 3.18 and 3.19 of Section 00 50 00 (Agreement)).
1. If such additional tests or inspections establish that such portion of the Work fails to comply with the Contract Documents, all costs of such additional tests and inspections, and all other costs resulting from such failure, including compensation for City of Gonzales Representative and City of Gonzales' consultants shall be deducted from the Contract Sum by Change Order.
  2. In addition, the Design Builder shall pay for:
    - a. Additional costs, including compensation for travel and daily living expenses that are beyond normal inspection costs, when the City of Gonzales' Testing Laboratory is required to conduct inspections outside of the San Francisco Bay area.
    - b. Costs of retesting Work revised or replaced by Design Builder, where required tests were performed on original construction.
    - c. Costs of retesting construction used as temporary facilities by the Design Builder.
    - d. Costs of testing construction required by Design Builder's substitutions.
- F. Testing Agency Responsibilities: Cooperate with City of Gonzales Representative and Design Builder in performance of duties. Provide qualified personnel to perform required tests and inspections:
1. Notify City of Gonzales Representative and Design Builder promptly of irregularities or deficiencies observed in the Work during performance of services.
  2. Determine the location(s) from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality control service through Design Builder.



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5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Design Builder.
  7. Submit two copies of a verified report to City of Gonzales Representative covering all tests and inspections that are required by the TIO Program during the progress of the Work. The report shall be furnished each time that the Work is suspended, covering the tests completed up to that time, at the completion of the Work, covering all tests, and as otherwise required by the TIO Program.
- G. Associated Services: The Design Builder shall cooperate with agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of specified quantities of representative samples of materials proposed for use as specified to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Site.
  8. Pursuant to Section 00 50 00 (Agreement), the City of Gonzales will be responsible for all inspection, review, and permit costs.
  9. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid the need to remove and replace construction to accommodate testing and inspecting.
    - a. Schedule times for tests, inspections, obtaining samples, and similar activities.
    - b. Do not cover any piping, wiring, ducts, or other installations until they have been inspected by the City of Gonzales' Inspector.

**1.8 SPECIAL TESTS AND INSPECTIONS**

- A. Special Tests and Inspections: The City of Gonzales will engage a qualified special inspector to conduct special tests and inspections as required by law, or regulatory agencies having jurisdiction over the Work. The responsibilities of the Special Inspector are as follows:
- B. Verifying that manufacturer maintains detailed fabrication and quality control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
- C. Notifying County's Representative promptly of irregularities and deficiencies observed in the Work during performance of its services.
- D. Submitting a certified written report of each test, inspection, and similar quality control service to County's Representative with copy to Design Builder.
- E. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- F. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- G. Retesting and re-inspecting corrected work, as needed.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION**

**3.1 INSPECTION**

- A. The Design Builder shall provide access to the Work, including the facilities where the Work is in preparation, at all times for the purpose of inspection. The Design Builder shall maintain proper facilities and provide safe access for such inspection at all times.
- B. The City of Gonzales shall have the right to reject materials and workmanship that are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the Site without charge to the City of Gonzales.
- C. The City of Gonzales may make an examination of work already completed by requiring the Design Builder to remove or tear out such work at any time before final acceptance of the Work. Upon request, the Design Builder shall provide all facilities, labor and materials necessary to remove the portion of the Work designated by the City of Gonzales' Representative. If such work is found to be

defective in any respect due to the fault of the Design Builder or its subcontractors, the Design Builder shall be responsible for all expenses of such examination and satisfactory reconstruction. If such work is found to meet the requirements of the Contract Documents, the additional cost of labor and materials involved in the examination shall be allowed to the Design Builder.

### 3.2 QUALITY CONTROL REPORTS

A. Frequency: Reports are required for each day that Work is performed, for every seven (7) consecutive Days of no work, and on the last day of a no-work period. Account for each day throughout the life of the Contract. The reporting of Work shall be identified by Specification number and title and terminology consistent with the Contract Schedule. Design Builder Quality Control Reports shall be prepared, signed and dated by the Quality Control Manager and shall contain the following information:

1. Identify the part or parts of the Work that is the subject of the report.
2. Indicate, as applicable, that for the portion of the Work, the drawings and specifications were reviewed, submittals were approved, materials comply with approved submittals, materials are stored properly, preliminary work was done correctly, the testing plan was reviewed, and work methods and schedule were discussed.
3. Indicate, as applicable, that for this portion of the Work, the preliminary work was done correctly, samples have been prepared and approved, the workmanship is satisfactory, test results are acceptable, work is in compliance with the Contract Documents, and the required testing has been performed. Include a list of who performed the tests.
4. Results of off-site quality control work, if applicable, including actions taken.
5. List any rework items identified but not corrected by close of business.
6. List the rework items corrected from the rework items list along with the corrective action taken.
7. Include a "Comments" section in the report that contains pertinent information including directions received, quality control problem areas, deviations from the Quality Control Plan, construction deficiencies encountered, Quality Control meetings held, acknowledgement that as-built drawings have been updated, corrective direction given by the Quality Control Manager, and corrective action taken by the Design Builder.

### 3.3 TEST AND INSPECTION LOG

A. Prepare a sequentially numbered record of tests and inspections. Include the following:

1. Request for Inspection
  2. Date test or inspection was conducted.
  3. Description of the Work tested or inspected.
  4. Applicable Construction Drawing and Specification numbers
  5. Date test or inspection results were transmitted to City of Gonzales' Representative.
  6. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Site. Post changes and modifications as they occur. Provide access to test and inspection log for City of Gonzales and its representatives' reference during normal working hours.

#### 3.4 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Comply with the Contract Document requirements for Section 01 73 29 (Cutting and Patching).
- B. Protect construction exposed by or for quality control service activities.
- C. Repair and protection are Design Builder's responsibility, regardless of the assignment of responsibility for quality control services.

#### 3.5 GEOTECHNICAL ENGINEERING

- A. The Design Builder's geotechnical engineer or his representative will provide the following tests and inspections:
1. Continuous inspection of full placement
  2. Evaluation of onsite and imported earth materials before placement.
  3. Field test fill and earth backfill as placed and compacted.
  4. Inspect excavations and subgrade before concrete is placed
  5. Provide continuous inspection of pile boring.
  6. Provide periodic inspection of open excavations, embankments, and other cuts or vertical surfaces of earth.

7. The Geotechnical Engineer will submit reports of tests and inspections. These reports will indicate compliance or noncompliance with the Contract Documents, results of compaction tests and that soil conditions encountered do or do not confirm anticipated conditions and support their design recommendations.
- B. Design Builder shall remove unsatisfactory material, re-compact, adjust moisture, place new material, or in the case of excavations, provide proper protective measures, perform other operations necessary, as determined by the geotechnical engineer and directed by the City of Gonzales Representative, whose decisions and directions will be considered final.
- C. Soils Test and Inspection Procedure
1. Allow sufficient time for testing and evaluation of results before material is needed. The Geotechnical Engineer will be the sole and final judge of suitability of all materials.
  2. Laboratory compaction tests to be used will be in accordance with ASTM D 1557.
  3. Field density tests will be made in accordance with ASTM D 1556.
  4. The number of tests will be determined by the Geotechnical Engineer and City of Gonzales' Representative. Materials in question may not be used, pending test results.
  5. The Geotechnical Engineer will visually or otherwise examine excavations and embankments.

### 3.6 CONCRETE TESTS AND INSPECTIONS

- A. Tests
1. Notify Architect, City of Gonzales's Representative and testing agency of brand and type of cement and sources of aggregates in time for review, sampling and testing. Test cement in accordance with Title 24, 1928 B.1
  2. Aggregate: The City of Gonzales's testing agency will test at least one sample for every two hundred (200) cubic yards of aggregate. Aggregates from a known source of supply that have shown by actual service to produce concrete of the required quality will be tested only for gradation and deleterious substances.
  3. Obtain at least one set of samples for strength tests of each separate design mix of concrete placed each day. Frequency of sampling shall be not less than once per day, nor less than once for each fifty (50) cubic yards of concrete, nor less than once per 2,000 square feet of surface area for slabs or walls. Obtain one additional set of samples for testing at the start

of concrete for each class of concrete, and whenever the mix or aggregate is changed.

4. One set of samples consists of four cylinders.
5. Cylinders will be taken so as to represent as nearly as possible the batch of concrete from which they are taken. Sampling procedures shall conform to ASTM C 172.
6. Test cylinders shall be made and cured in compliance with ASTM C 31, except as modified hereinafter. Tests will comply with ACI 301 for strength, slump, and air entrainment tests.
7. Test cylinders from respective batches, one at age of seven (7) Days, and two at age twenty-eight (28) Days. The fourth cylinder shall be held in reserve and tested only at the direction of the Architect or City of Gonzales' Representative. Cylinder testing procedures shall conform to ASTM C 39 for strength.
8. Slump tests shall be taken as required by Testing Laboratory to certify compliance with the Contract Documents. Slump shall be tested in accordance with ASTM C 143.
9. Minimum compressive strength of test cylinders, in pounds per square inch, shall not be less than the specified required design strength.
10. If minimum strengths of test cylinder fall below those specified, Architect or City of Gonzales' Representative may require test cores from hardened concrete to be taken and tested. Each core test, if taken shall consist of three cores. The cost of such cores and tests shall be borne by the Design Builder. Cores shall be taken in accordance with ASTM C 42, form locations selected by the Architect or City of Gonzales' Representative. The Design Builder shall repair core holes with a non-shrinking natural aggregate grout.
  - a. Concrete testing by coring shall be considered acceptable if the average strength of the three cores is equal to at least .85 of the minimum specified twenty-eight (28) day strength and if no single core strength is less than five hundred (500) psi below the twenty-eight (28) day strength.

**B. Concrete Inspections**

1. An authorized inspector from the testing agency shall be present at all times during placing of structural cast-in-place concrete. The inspector shall inspect and accept the accuracy of all reinforcing steel before concrete is placed. Concrete construction activities shall not proceed until inspections are complete and the inspected construction is approved.

C. Concrete Mix Designs

1. Refer to Division 03 (Concrete)

D. Concrete Plant Inspection

1. Structural concrete manufacturer(s) shall deliver a certificate in accordance with ASTM C 94, Section 15.1, and all items of Section 15.2 with the addition of type and brand of cement and admixtures, source and identification of aggregates to the Inspector with each mixer truck. Certificates shall be from a public weighmaster. The inspector shall not accept concrete that is not accompanied and identified by a certificate from a batch plant inspector.
2. Concrete shall be mixed at certified automatic concrete batch plants and shall have quality control as follows:
  - a. Laboratory designed mixes using adequate cement factors.
  - b. The testing agency shall perform continuous batch plant inspection.
  - c. Compliance with California Building Code (CBC) Standard 19-3.
  - d. Periodic inspection of quality of materials used may be made by testing laboratory, acceptable to Architect or City of Gonzales' Representative.

3.7 HIGH-STRENGTH GROUT

- A. This Article applies to structural grout used below base plates and similar applications.
- B. The placement of grout materials will be continuously inspected by the City of Gonzales' testing agency.
- C. Grout compressive strength testing: The City of Gonzales will obtain a set of three samples from each batch. Samples will be tested at one (1) or three (3) days and seven (7) days following mixing. Compressive strengths shall exceed the manufacturer's published minimum strengths or eighty percent (80%) of their published typical compressive strengths.

3.8 EXPANSION ANCHOR BOLTS (TITLE 24, 1925 B.3.5)

- A. Expansion type concrete anchor bolts shall be Hilti Kwik Bolt II or as indicated on the approved Construction Documents. Other brands of similar anchors will be acceptable with demonstration of equivalency. Submit manufacturer's specifications and ICBO reports. All anchors shall be installed with special inspection in accordance with the requirements of the Building Code.

- B. Fifty percent of the anchors or alternate bolts in any group arrangement shall be proof tested in tension or torque, as specified on the drawings.
- C. Testing Requirements:
  - 1. Anchor diameter refers to the thread size.
  - 2. Apply proof test loads to anchors without removing the nut, if possible. If not possible, remove nut and install a threaded coupler to the same tightness as the original nut using a torque wrench and apply load.
  - 3. Reaction loads from test fixtures may be applied close to the anchor being tested, provided the anchor is not restrained from withdrawing by the fixture(s).
  - 4. Test equipment is to be calibrated by an approved testing laboratory in accordance with standard recognized procedures.
  - 5. The following criteria are applicable for the approval of installed anchors:
    - a. Hydraulic Ram Method: The anchor should have no observable movement at the applicable test load. For wedge and sleeve type anchors, a practical way to determine observable movement is that the washer under the nut becomes loose.
    - b. Torque Wrench Method: The applicable test torque must be reached within the following limits:
      - i. One half (1/2) turn of the nut.
      - ii. One quarter (1/4) turn of the nut for the 3/8" sleeve anchor only.
      - iii. Testing should occur a minimum of twenty-four (24) hours after installation of the subject anchors.

### 3.9 ADHESIVE ANCHORS

- A. Installation Testing: Fifty percent of the anchors shall be pull-tested.
- B. Proof Test Load: Pull test to twice the ICBO evaluation report design tension values or as indicated on the drawings.
- C. Inspection: Installation of adhesive anchors will be continuously inspected in accordance with the requirements of the California Building Code, Section 1701, and the appropriate ICBO evaluation report.



### 3.10 EPOXY AND CEMENTITIOUS GROUTED DOWELS

- A. Initial Testing: Install three anchors for each anchor size and installation position planned in allocation acceptable to the Architect or City of Gonzales' Representative. These anchors shall not be incorporated into the finished construction. The testing agency will pull-test these anchors at one hundred twenty-five percent (125%) of the values specified on the drawings.
- B. Testing: The testing agency will pull-test fifty percent (50%) of the dowels in accordance with the schedule shown on the drawings. If any failures occur, the agency will pull-test one hundred percent (100%) of dowels in the vicinity or placed with the same batch of grout until at least twenty (20) tests demonstrate compliance. The Design Builder shall bear the cost of replacing failed dowels and re-inspection.
- C. Inspection: Installation of epoxy grouted dowels will be continuously inspected in accordance with the California Building Code, Section 1701, and the appropriate ICBO evaluation report.

### 3.11 REINFORCING STEEL

- A. Tests
  - 1. Tests shall be performed before the delivery of steel to the Site. Steel that does not meet specifications shall not be shipped to the Project.
  - 2. Testing procedure shall conform to ASTM A 615.
  - 3. Sample at the place of distribution, before shipment. Make one tensile strength test and one bending test from samples out of 10 tons, or fraction thereof, each size and kind of reinforcing steel, where taken from bundles as delivered from the mill and properly identified as to heat number. Mill analysis shall accompany report. Where identification number cannot be ascertained, or where random samples are taken, make one series of tests from each two and a half (2-1/2) tons, or fraction thereof, of each size and kind of reinforcing steel. Samples shall include not fewer than two pieces, each eighteen (18) inches long, of each size and kind of reinforcing steel.
  - 4. Welds: Reinforcing bar welds shall be inspected. Tests of reinforcing bar welds shall be in accordance with ASTM E 709 and AWS D1.4. Chemical testing of reinforcing bars for welding shall conform to Title 24, 2603 B.5.2.
- B. Inspector will inspect all reinforcement for concrete construction for size, dimensions, locations and proper placement. Special Inspector required for welding as required by Title 24, 1928 B.12. Inspector shall be present during welding of all reinforced steel.

3.12 MASONRY

A. Job Inspector

3.12.1 All masonry work will be continuously inspected during laying and grouting by an inspector specially trained in such inspections. The inspector shall make test samples and perform such tests as are required.

2. The inspector shall check the materials, details of construction and construction procedure. The inspector shall furnish a verified report that of his own personal knowledge the work covered by the report has been performed and materials used and installed are in every particular in accordance with, and in conformity to, the duly approved drawings and specifications.

B. Stone Veneer

1. All veneer shall be continuously inspected as required by the California Code or Regulations, Title 24, Part 2, Volume I, Section 1403 A.6.

3.13 STRUCTURAL STEEL INCLUDING MISCELLANEOUS STEEL

A. Mill certificates or affidavits and manufacturers' certifications shall be supplied to the inspector for verification of steel materials. Testing agency shall be notified at least three working days in advance of fabrication and supplied with the reports so that the inspector can make a shop inspection of the steel.

B. Inspection requests shall be based on Title 24, Part 2, California Building Code, Volume 2, Seismic Provisions for Structural Steel Buildings of the American Institute of Steel Construction, 2002.

C. Identify and mark steel in accordance with Section 2202B. Structural steel properly identifies need not be tested.

D. Tests of Steel Materials: If structural steel cannot be identified by heat or melt numbers, or if its source is questionable, not less than one tension test and one bend test will be made for each five tons or fractional part thereof. The cost of such testing will be borne by the Design Builder.

E. Testing and Inspection of Structural Steel:

1. Testing agency will visit the fabricator's plant to verify that materials used check with the mill tests, affidavits of test reports, and that fabrication and welding procedures meet specifications.

2. Testing agency shall visually check fabricated steel delivered to the Project against the working and reviewed shop drawings for compliance, and make physical tests and measurements as required to meet the Specifications.

3. Inspection of welding shall be in accordance with the requirements of section 2212 B.5.
  4. Erection Inspection: Testing agency will visually inspect bolted and field welded connections, perform such additional tests and inspections of the field work as are required by the Architect or City of Gonzales' Representative and prepare test reports for the approval.
- F. Ultrasonic Testing: All complete penetration multi-pass groove welds will be ultrasonically tested:
1. The City of Gonzales' testing agency will perform ultrasonic testing immediately after welding is complete. A second ultrasonic testing will be performed near the end of field welding for at least twenty-five percent (25%) of the field welded groove welds.
  2. All defective welds shall be repaired and re-tested with ultrasonic equipment.
  3. When ultrasonic indications arising from the weld root can be interpreted as either a weld defect or the backing strip itself, the backing strip shall be removed at the Design Builder's expense and, if no root defect is visible, the weld shall be retested. If no defect is indicated on this re-test, and no significant amount of the base and weld metal have been removed, no further repair or welding is necessary. If a defect is indicated, it shall be repaired at the Design Builder's expense.
  4. The ultrasonic instrumentation shall be calibrated by the technician to evaluate the quality of the welds in accordance with AWS D1.1.
  5. Should defects appear in welds tested, repairs shall be similarly inspected at the Design Builder's expense and at the direction of the Architect or City of Gonzales' Representative until satisfactory performance is assured.
  6. Other methods of inspection, for example, x-ray, gamma ray, magnetic particle, or dye penetrant, may be used on welds if deemed necessary by the Architect or City of Gonzales' Representative.
- G. The testing laboratory will review welding procedure specifications and related documentation to verify compliance with AWS and the Contract Documents.

### 3.14 HIGH-STRENGTH BOLTS, NUTS AND WASHERS

- A. Material Tests: High-strength bolts, nuts and washers will be sampled and tested in accordance with the requirements of the specification for High-Strength Bolts for Structural Steel Joints, including Suitable Nuts and Plain Hardened Washers, ASTM A325, or for Quenched and Tempered Alloy Steel Bolts for Structural Steel

Joints, ASTM 490, latest editions, details of construction, and installation procedure.

- B. Inspection of High-Strength bolt Installation: Inspection of high-strength bolt installations shall be made in accordance with Title 24, Section 2213B by an inspector specially approved for that purpose by City of Gonzales Representative. The inspector will check the materials, equipment, details of construction, and installation procedure. The inspector shall furnish the Architect or City of Gonzales' Representative with a report that the Work has been completed in every respect in compliance with the approved Drawings and Specifications.

### 3.15 METAL DECKING

- A. Tests and Inspections:

3.15.1 Inspection by a qualified welding inspector of all deck welding will be made in accordance with CBC Chapter 17.

3.15.2 Materials Testing:

- a. Identified Steel: Materials testing is waived for steel identified in accordance with CBC Section 2203.
- b. Unidentified Steel: Steel will be sampled and testing to confirm compliance with the strength and chemical requirements of the appropriate ASTM standard. Frequency of sampling will be as determined by the Architect or City of Gonzales' Representative. The Design Builder shall supply samples and test pieces and provide facilities for inspection without extra charge. The Design Builder shall schedule his construction activities so that costs of inspection to the Owner will be kept to a minimum.

3. Inspection shall be in accordance with the CBC Standard 27-6. Inspection of steel welding shall be made to ensure that seam welds and puddle welds are made in accordance with the Drawings and Specifications. Inspection shall ensure that proper electrodes, current, travel, and speed are used, and that no cracks, serious undercutting, overlap, surface holes or slag inclusions occur. The provisions of inspection by the Architect or City of Gonzales' Representative shall not relieve the Design builder from performing the work in accordance with the Contract Documents.

### 3.16 LOAD BEARING METAL STUD, LIGHT GAGE FRAMING WELDING TESTS AND INSPECTIONS

- A. All shop and field welding of cold formed metal framing members, including cold formed metal framing welded to structural steel, will be continuously inspected by the City of Gonzales' special inspector.

- B. Framing erection will be periodically inspected by the City of Gonzales' inspector.
- C. Acceptable or rejectable weld quality, including concavity and convexity will be determined by the City of Gonzales' special inspector. Repair or replace welds and welded components, as directed by the Architect or City of Gonzales' Representative, if any welds are deemed unacceptable by the City of Gonzales' special inspector.
- D. Sheet to structural steel and structural steel to sheet welding will be continuously inspected by the City of Gonzales' testing agency and shall comply with both AWS D1.1-98 and AWS D1.3-98. Structural steel is material whose thickness exceeds 0.18".

### 3.17 WELDED STUD AND REBAR CONNECTORS

- A. Inspection: Perform pre-production testing, stud installation, and production testing under continuous inspection of the Testing Laboratory Welding Inspector. In addition to standard reports, inspector's report shall detail the location of all defective studs with repair or replacement action taken, damage resulting from stud installation, and all defects and unusual occurrences.
- B. Exception: Inspection and testing is waived for studs connecting non-structural and non-stressed finish materials.
- C. Pre-Production Testing: Perform the following tests with each welding equipment power source at the start of each production period (the time period from start-up to any shutdown of any stud welding equipment) at the start of any new welding procedure, and after any change in the welding procedure.
  - 1. Pre-Production Tests – Stud Shear Connectors: After cooling, test the first two studs on a member by hammer bending to a forty-five (45) degree angle. If a failure occurs in the weld zone of either stud, correct the procedure, and weld and bend test two more studs on the member. If either of the second two studs fails, continue all additional welding on separate materials until two consecutive studs are tested and found to be satisfactory. Then weld two studs to the same member, bend test, and find satisfactory before any more studs are welded to the member.
  - 2. Pre-Production Tests – Studs other than Shear Connectors: Weld two studs to separate material in the same general position (such as flat, vertical, sloping, or overhead) and of similar steel material and thickness as members to receive studs. After cooling, hammer bend the studs to a thirty (30) degree angle. If failure occurs in any stud shank, ascertain and correct the cause before making any further welds. If a failure occurs in the weld zone of either stud, correct the procedure and successfully weld and test two successive studs before any studs are welded to members.

- D. Production Inspection and Testing
1. Inspection of Stud Shear Connectors: After cooling, test at least one stud on each member by hammer bending to a fifteen (15) degree angle, or test each stud by striking twice with a six (6) pound hammer to verify that quality welds have been obtained. If failure occurs either in weld zone or stud shank, follow method of correction as required herein for pre-production testing until successful installations are produced, and replace all defective studs. Test all studs:
    - a. Not showing full three hundred sixty (360) degree fillet weld
    - b. That have been repaired by welding
    - c. All replacement studs
    - d. All studs in which reduction in length is less than correct by hammer bending to a fifteen (15) degree angle

For studs showing less than a three hundred sixty (360) degree weld fillet, bend the stud in the direction opposite to the missing weld fillet. Remove and replace studs that crack either in the weld zone, base metal, or shank under inspection and testing, or under subsequent straightening.
  2. Inspection of Studs other than Shear Connectors: Test at least one stud in every 100 studs by hammer bending to a fifteen (15) degree angle or, if threaded, torque test with a calibrated torque wrench to an approved value for stud diameter and thread in an approved device. If the stud fails, correct the welding procedure as required herein for pre-production testing and bend or torque test two more in-place studs. If either of the two second studs fails, all studs represented by the tests shall be bend or torque, or shall be rejected and replaced. The extent of additional inspection and testing for critical structural connections shall be as designated by City of Gonzales Representative.
- E. Straightening: Leave in a bent condition those stud shear connectors and shear transfer devices that are bent less than sixteen (16) degree, and are free of failure provided no portion of the studs is within 1” of and exposed concrete surface. Perform stud bending and straightening without heating and before completion of each day’s stud welding operations. Obtain inspection and approval of straightened studs before covering.
- F. Load Testing: The testing agency shall load test studs to the extent and by the methods directed.

**END OF SECTION**

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SECTION 01 52 00

CONSTRUCTION FACILITIES

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**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Section 00 50 00 (Agreement), and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sewers and drainage.
  - 2. Water service and distribution.
  - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 4. Heating and cooling facilities.
  - 5. Ventilation.
  - 6. Electric power service.
  - 7. Lighting.
  - 8. Telephone service.
  - 9. High-speed Internet service.

1.3 SUPPORT FACILITIES

- A. Includes, but are not limited to, the following:
  - 1. Temporary roads and paving.
  - 2. Dewatering facilities and drains.
  - 3. Project identification and temporary signs.
  - 4. Waste disposal facilities.
  - 5. Field offices.
  - 6. City of Gonzales field office.
  - 7. Storage and fabrication sheds.
  - 8. Lifts and hoists.
  - 9. Temporary elevator usage.
  - 10. Temporary stairs.
  - 11. Construction aids and miscellaneous services and facilities.



#### 1.4 SECURITY AND PROTECTION

- A. Security and protection of the Work shall comply with the requirements of Section 00 50 00 (Agreement) and include, but are not limited to, the following:
1. Environmental protection.
  2. Stormwater control.
  3. Site enclosure fence.
  4. Security enclosure and lockup.
  5. Barricades, warning signs, and lights.
  6. Covered walkways.
  7. Temporary enclosures.
  8. Temporary partitions.
  9. Fire protection.
- B. Related Sections
1. Section 00 50 00 (Agreement) for progress cleaning requirements.
  2. Section 01 77 00 (Cleaning and Closeout Procedures) for closeout, cleaning procedures.
  3. Division 31 Section "Dewatering" for disposal of ground water at Project site.
  4. Division 32 Section "Asphalt Concrete Pavement" for construction and maintenance of asphalt paving for temporary roads and paved areas.
  5. Division 03 Section "Cast- In- Place Concrete" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.
  6. Divisions 03 through 33 for temporary heat, ventilation, and humidity requirements for products in those Sections.

#### 1.5 DEFINITIONS

- A. Permanent Enclosure: As determined by City of Gonzales, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

#### 1.6 USE CHARGES

- A. General: Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
1. City of Gonzales's construction and management forces.
  2. Architect and other design sub-consultants.
  3. Testing agencies.
  4. Inspection services.
  5. Personnel of authorities having jurisdiction.

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- B. Sewer Service: Use Owner's existing sewer service without metering and without payment of use charges.
- C. Water Service: Use water from City of Gonzales' existing water system without metering and without payment of use charges.
- D. Electric Power Service: In existing structures use electric power from City of Gonzales' existing system without metering and without payment of use charges unless otherwise noted. For all new structures under construction and temporary facilities (including but not limited to all field offices and temporary construction facilities) Design Builder shall engage the appropriate local utility company to install temporary service. Pay electrical service use charges for all new structures under construction and temporary facilities.
- E. Telephone and High-speed Internet Service: Design Builder shall install and pay for all telephone (voice and facsimile) and High-speed Internet service use and maintenance charges and insure that such utilities are available for use by all entities engaged in construction activities at Project site.

1.8 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
  - 2. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Design Builder to obtain required certifications and permits.
- B. Material Safety Data Sheets (MSDS)
  - 1. Design Builder is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Design Builder is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the City of Gonzales.

1.9 PROJECT CONDITIONS

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- A. Temporary Utilities: At the earliest feasible time, when acceptable to City of Gonzales, change over from use of temporary service to use of permanent service.
- B. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before City of Gonzales' acceptance, regardless of previously assigned responsibilities.
- C. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
- D. Keep temporary services and facilities clean and neat.
- E. Relocate temporary services and facilities as required by progress of the Work.
- F. If power greater than that available at nearby convenience outlets is required, make arrangements for such service and pay all costs of wiring and current. Repair existing facilities to originally found conditions.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by City of Gonzales. Provide materials suitable for use intended.
- B. Pavement: Comply with Division 32 (Exterior Improvements)
- C. Portable and Temporary Chain-Link Fencing: Minimum 2-inch (50-mm) 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch-(73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails.
  - 1. For portable chain-link fencing, provide galvanized steel support bases for supporting posts. Use bolt clamp connections. No wire ties to secure between fence panels.
  - 2. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
  - 3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide City of Gonzales with three sets of keys.
  - 4. Visual Barrier: Provide and install mesh screen with City of Gonzales approved connections to fencing for visual barrier
- D. Lumber and Plywood: Comply with requirements in Division 06 (Wood Plastics and Composites).

- E. Paint: Comply with requirements in Division 09 (Finishes).
- F. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- G. Water: Potable.

## 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Office and City of Gonzales Field Office: Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading. Windows and doors are to have security bars and operable shades.
  - 1. Provide three (3) sets of keys for each door at each trailer
  - 2. Cleaning: DBE to provide City of Gonzales Field Office and Conference Room with bi-weekly cleaning by a Janitorial Service.
  - 3. Restrooms: DBE to provide interior toilet facilities including one (1) men's toilet room and one (1) women's toilet room with hot and cold water and scheduled with bi-weekly cleaning by a Janitorial Service.
  - 4. Drinking Water: DBE shall provide City of Gonzales Field Office with bottled water service for the Project duration. Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
- D. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- E. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- F. Heating Equipment: Unless City of Gonzales authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
- G. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- H. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.2.2.10

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- I. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V AC, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

### **PART 3 – EXECUTION**

#### **3.1. INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by the City of Gonzales. See Article 3.3.
- 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 and approved by City of Gonzales.

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Arrange with utility company, City of Gonzales, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to Project site where City of Gonzales' easements cannot be used for that purpose.
- B. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
  - 1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  - 2. Connect temporary sewers to municipal system as directed by sewer department officials.

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2. 3.2.2.3 Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
- C. Water Service: Use of City of Gonzales' existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to City of Gonzales.
1. The Design Builder shall be responsible for undue wasting of water used on the Work.
  2. Design Builder to furnish hoses and temporary piping placed where water connections are available.
  3. Provide adequate fire protection for the duration of work in accordance with local codes, ordinances and the State Fire Marshal.
    - a. The Design Builder shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to construction work, building materials, equipment, and public property. The Design Builder shall be responsible for providing, maintaining and enforcing fire protection methods
  4. Where installation below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
  3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
  4. Drinking-Water Facilities: Provide bottled-water, drinking-water units and paper cup supply.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.

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- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Unless the City of Gonzales Project Manager authorizes an alternate procedure in writing, in advance of the start of construction; continuously ventilate all construction work areas and spaces with 100% outdoor (fresh) air for at least 30 days prior to substantial completion of work. In areas, which make use of natural ventilation such as windows, install temporary fans sufficient to provide no less than three air changes per hour. In all cases make sure that air is exhausted from construction work areas directly to the outdoors; do not re-circulate air or ventilate to other enclosed areas either within the occupied school or the construction area itself. Continuously operate ventilation systems and/or temporary fans 24 hours per day, 7 days per week, providing all measures necessary to allow the operation of ventilation systems and fans while maintaining the security of the site.
    - a. When volatile organic compound, and/or odor generating activities are performed during the 30-day ventilation period provide temporary exhaust ventilation to capture emissions and exhaust them directly to the outdoors. Extend the building flush out for a minimum of four days after the completion of any such activities.
    - b. During ventilation, make necessary provisions to temper supply air or heat spaces sufficiently to prevent condensation, water damage, and/or mold growth. Do not attempt to speed the off gassing of materials and/or curing of finishes by increasing room temperatures above normal levels (“baking” the building and/or components)
  2. Additional Conditioning at Move-In: Continue to operate ventilation systems at 100% fresh air during occupant move-in and unpacking. Do not perform final balancing of the ventilation system until two weeks after the move-in.
- G. 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 disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
1. Install power distribution wiring overhead and rise vertically where least exposed to damage.

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- H. Electric Power Service: Where approved by the City of Gonzales, use of City of Gonzales' existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to City of Gonzales.
- I. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- J. Lighting: Provide temporary lighting, as required, with local switching that provides adequate illumination for construction operations and traffic conditions.
- K. Telephone Service: Provide new telephone service and equipment throughout construction period for common-use facilities used by all personnel engaged in construction activities. Provide the following at City of Gonzales Field office:
1. CM Office
- a. One fax, copy, scan machine with one dedicated phone line.
- b. IOR Office
- c. One fax copy, scan machine with one dedicated phone line.
- d. Conference Room
- e. Provide and install separate High-speed Internet service, modem, and two (2) four-port wireless router for networking hardware/software for use during construction as directed by City of Gonzales' representative.
2. Design Builder is responsible to maintain continuous High-speed Internet and telephone service throughout construction.
3. Design Builder Field office:
- a. Provide minimum of one (1) fax machine with one dedicated phone line.
- b. Provide separate High-speed Internet service, modem, and four-port wireless router for networking hardware/software for use during construction.
- c. Design Builder is responsible to maintain continuous High-speed Internet and telephone service throughout construction.
- d. Provide an answering machine or voice-mail service on superintendent's telephone.
- e. At each telephone, post a list of important telephone numbers.
- i. Police and fire departments.
- ii. Ambulance service.
- iii. Design Builder's home office.
- iv. Architect's office.
- v. Engineers' offices.



- vi. City of Gonzales's office.
  - vii. Principal sub-Design Builders' field and home offices.
- 4. Furnish superintendent with an electronic paging device or a portable two-way radio for use when away from field office.
  - 5. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

#### A. General: Comply with the following:

- 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities in locations approved by the City of Gonzales.
- 2. Provide incombustible construction for offices, shops, and sheds located within construction area. Comply with NFPA 241.
- 3. Maintain support facilities until after project final completion and with approval of the City of Gonzales.

#### B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas, if required, as indicated on Drawings.

- 1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches (150 mm).
- 2. Provide gravel paving course of subbase material not less than 6 inches (75 mm) thick; roller compacted to a level, smooth, dense surface.
- 3. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
- 4. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
- 5. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
- 6. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 2 Section "Earthwork."
- 7. Recondition base after temporary use, including removing contaminated material, regrading, proof-rolling, compacting, and testing.

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8. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32
  
- C. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
  
- D. Dewatering Facilities and Drains: Comply with requirements in applicable Division 32 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
  1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
  2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
  
- E. Project Identification and Temporary Signs: Prepare a minimum of two (2) Project identification signs not less than 32 square feet in area. Install signs in locations approved by the City of Gonzales to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
  1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated. City of Gonzales to provide project information to be included on signage.
  2. Prepare temporary signs to provide directional information to construction personnel and visitors.
  3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood. Support on posts or framing of preservative-treated wood or steel. Do not install signage on any fencing – temporary or permanent.
  4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
  
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Section 01 77 00 Cleaning and Closeout Procedures for progress cleaning requirements.
  1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
- G. Professional Cleaning Services: Provide professional cleaning services on a weekly basis for temporary offices, first-aid stations, toilets, and similar areas.
- H. City of Gonzales Field Office: Provide an insulated, weathertight, air-conditioned field office for use as by the City of Gonzales, City of Gonzales' Representative, Inspector of Record, and Architect; of sufficient size to accommodate required office personnel. City of Gonzales field office to contain two end offices with doors and middle open work area for IOR, office for Construction Manager (CM), Project Manager (PM), Project Engineer (PE), Project Administrator (PA) and common meeting area as detailed below. Provide and maintain all new equipment below, including all ancillary supplies required to operate equipment provided under contract. (Such as; copier toner, copy paper, drinking cups, etc)
1. IOR Office Requirements as follows:
    - a. Provide a minimum 140 sq. ft. (13 sq. m) office with lockable door.
    - b. One desk and one ergonomic chair, two four-drawer file cabinets, a plan table, a plan rack, and one bookcase.
    - c. One plain paper fax, copier, scanner, copier model HP Laser Jet M1522n MFP or approved equal with capability to fax multiple pages at a time and print a confirmation page.
  2. CM/PM Office Requirements as follows:
    - a. Provide a minimum 140 sq. ft. (13 sq. m) office with lockable door.
    - b. One desk and one ergonomic chair, two four-drawer file cabinets, a plan table, a plan rack, and one bookcase.
    - c. Provide one (1) new digital camera with minimum 1 gigabyte storage card.
    - d. One plain paper fax, copier, scanner, copier model HP Laser Jet M1522n MFP or approved equal with capability to fax multiple pages at a time and print a confirmation page.
  3. PE/PA Office Requirements as follows:
    - a. Provide a minimum 64 sq. ft. (7.8 sq. m) workstation with overhead storage and task lighting.
    - b. One desk or work surface and one ergonomic chair, two four-drawer file cabinets and pencil drawer (lockable), a plan table or work surface, a plan rack, and one bookcase.

4. Common Meeting Area:
  - a. Provide a room of not less than 240 sq. ft. (22.5 sq. m) for Project meetings. Furnish room with conference table suitable for 14 people, 14 folding chairs, 4-foot-by-6-foot- tack board, and 4-foot-by-6-foot- white board.
  - b. One desk and one ergonomic chair, one four-drawer file cabinet.
  - c. Water cooler with hot and cold spigot.
  - d. One paper fax, scanner, commercial grade copier model Toshiba e-studio 2500c or approved equal capable of printing in color, faxing, high speed copying, stapling, collating, and networking. Provide technical support as required to ensure that copier is fully operational for all user on the network. Provide paper, toner, and other sundries required for operation and use.
  - e. For telephone and DSL requirements see Article 3.2.K.
  - f. 3' smart level and electronic door pressure gauge for City of Gonzales use.
5. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.

#### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. General: Comply with the requirements of Section 00 50 00 (Agreement).
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from surrounding properties. Design Builder shall perform all work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.
- C. Storm Water Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees (if identified for protection) to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest-control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Engage this pest-control service to perform extermination and control procedures at regular

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intervals so Project will be free of pests and their residues at Substantial Completion. Obtain two-year extended warranty for City of Gonzales. Perform control operations lawfully, using environmentally safe materials approved by the City of Gonzales.

- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. The Design Builder is required to secure all areas of work and set security alarms when leaving the site.
- G. Barricades, Warning Signs, and Lights: Comply as required with local authorities and State safety ordinances, standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazards. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- I. Provide Security Cameras that will cover all of construction site 24 hours a day 7 days a week.
- J. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- K. Vertical Openings: Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
- L. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
- M. Install tarpaulins security using fire retardant treated wood framing and other materials.
- N. Temporary Partitions: Erect and maintain effective dustproof partitions and temporary enclosures to prevent dust and dirt migration into areas of completed construction and to separate areas from fumes, odors and noise. Construction of temporary barriers shall take into consideration existing hazardous materials present in building finishes.
  - 1. Construct dustproof partitions of not less than nominal 4-inch (100-mm) studs, 5/8-inch (16-mm) gypsum wallboard with joints taped on occupied side, and 1/2-inch (13-mm) fire-retardant plywood on construction side.
  - 2. Insulate partitions to provide noise protection to occupied areas.

3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  4. Protect air-handling equipment.
  5. Weatherstrip openings.
  6. Where the heating, ventilating, and/or air conditioning (HVAC) system and ducting is shared between the construction and completed areas of the Project, either isolate the areas by duct capping or conduct construction operations with ventilation shut down and sealed after hours or weekends.
- O. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Store combustible materials in containers in fire-safe locations.
  2. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
  3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
  4. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
  5. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  6. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

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1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities without City of Gonzales approval
- D. Termination and Removal: Remove each temporary facility when authorized by the City of Gonzales. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with 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 the property of Design Builder. City of Gonzales reserves right to take possession of Project identification signs.
  2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Section 01 77 00 (Cleaning and Closeout Procedures). If LBP was disturbed during renovation the final cleaning shall meet the minimum requirements of 40 CFR Part 745 in addition to Section 01 77 00 (Cleaning and Closeout Procedures).

**END OF SECTION**

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SECTION 01 60 00

PRODUCT REQUIREMENTS

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and product substitutions.
- B. Related Sections include the following:
  - 1. Section 01 42 00 (References) for applicable industry standards for products specified.
  - 2. Section 01 77 00 (Cleaning and Closeout Procedures) for submitting warranties for Contract closeout.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Refer to City of Gonzales Standards and Criteria Documents for Sole Source Material or Equipment.
  - 2. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 3. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Design Builder, as allowed in Section 00 10 00 (Request for Proposals).
  - 1. The following are not considered substitutions:



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- a. Revisions to Contract Documents requested by the City of Gonzales' Representative.
  - b. Specified options of products and construction methods included in Contract Documents.
  - c. The Design Builder's determination of and compliance with governing regulations and orders issued by governing authorities.
2. Design Builder will be held responsible for: (a) all costs and claims arising from any cost or schedule impact resulting from the City of Gonzales's approval of a requested substitution and (b) all costs and claims arising from any cost or schedule impact resulting from any substitution not approved by the City of Gonzales.

1.3 SUBMITTALS

- A. See Section 01 33 00 (Submittal Procedures).
- B. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  1. Coordinate product list with Design Builder's Contract Schedule and the Submittals Schedule.
  2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification number on Contract Schedule network.
    - i. Identification of items that require early submittal approval for scheduled delivery date.
  3. Product List: Within sixty (60) Days after date of commencement of the Work, submit five (5) physical copies of product list and submit one (1)

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electronic copy. Include a written explanation for omissions of data and for variations from Contract requirements.

4. City of Gonzales' Action: City of Gonzales will respond in writing to Design Builder within fifteen (15) Days of receipt of each product list. City of Gonzales' response will include a list of unacceptable product selections and a brief explanation of reasons for this action. City of Gonzales' response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options: If Design Builder is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Underwriter's Laboratories, Inc. ("UL") Label: Where laboratory standards have been established and label service is available, materials and equipment shall bear the appropriate UL, Warnock-Hersey, or Factory Mutual label.
- D. Manufacturers' Trademarks and Names: City of Gonzales' Representative reserves the right to review and request the removal or redesign of manufacturers' trademarks and names on items of material and equipment that will be exposed to view in the completed Work. Such removal or redesign shall be completed with no adjustment to the Stipulated Sum.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

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4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Reject delivery of damaged or defective items. Promptly remove damaged or defective products from the Project site and replace with new at no change to the Stipulated Sum.

**C. Storage:**

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store sand, rock, or aggregate materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
6. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
7. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
8. Protect stored products from damage.
9. Periodically inspect stored products to assure that products are maintained under specified conditions and are free from damage and deterioration.
10. The use of mechanical or electrical rooms for storage of materials is prohibited.

**D. Imported Materials and Products:**

1. Imported materials and products require special handling in shipping crates. Document and examine materials at the following points:
  - a. At the origination point prior to crating.
  - b. At the port of embarkation (for damage to crates).
  - c. At the port of entry (for damage to crates).

- d. Immediately following delivery to the Site.
2. If crates show signs of damage, open them and inspect materials and products.
3. Reject damaged or defective products or materials and replace promptly.
4. Provide detailed Bill of Goods at each point listed above, indicating quantity and condition of each item. At port locations, Bill of Goods may be accepted unless damage is observed.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Design Builder of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to City of Gonzales.
  2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for City of Gonzales.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
- C. Submittal Time: Comply with requirements in Section 01 77 00 (Closeout Procedures).

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

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1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. City of Gonzales reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term “as selected,” City of Gonzales will make selection.
5. Where products are accompanied by the term “match sample,” sample to be matched is City of Gonzales’.
6. Descriptive, performance, and reference standard requirements in the Specifications establish “salient characteristics” of products.
7. Or Equal: Where products are specified by manufacturer’s name and accompanied by the term “or equal,” comply with provisions in applicable Article, Product Substitutions, to obtain approval for use of an unnamed product.

**B. Product Selection Procedures:**

1. Product: Where Specifications name a single product and manufacturer, and indicate “no known equal,” provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, and indicates “no known equal,” provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers’ names, provide a product by one of the manufacturers listed that complies with requirements.
5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches City of Gonzales’s sample. City of Gonzales’ decision on whether a proposed product matches will be final.

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6. When approval of a color, pattern or texture sample match by the City of Gonzales is required, provide the best match that complies with the specification and also provide the two nearest in the selection range to either direction from the same manufacturer/supplier. Application examples are:

- a. *Color* – shall have two color hues or shades darker and two color hues or shades lighter. Total of five selections available.
- b. *Pattern* – shall have two patterns that are less dense (or smaller) and two patterns that are more dense (or larger). Total of five selections available.
- c. *Texture* – shall have two textures that are less rough (or smaller) and two patterns that are more rough (or larger). Total of five selections available.

If no product available within specified category matches and complies with other specified requirements, comply with provisions in applicable Article (Product Substitutions) below for proposal of product.

- C. Visual Selection Specification: Where Specifications include the phrase “as selected from manufacturer’s colors, patterns, textures” or a similar phrase, select a product that complies with other specified requirements.
1. Standard Range: Where Specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, City of Gonzales will select color, pattern, density, or texture from manufacturer’s product line that does not include premium items.
  2. Full Range: Where Specifications include the phrase “full range of colors, patterns, textures” or similar phrase, City of Gonzales will select color, pattern, density, or texture from manufacturer’s product line that includes both standard and premium items.

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

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**SECTION 01 70 00**

**EXECUTION AND CLOSEOUT PROCEDURES**

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for contract closeout, including but not limited to, the following:
  - 1. Substantial Completion requirements.
  - 2. Inspection (Punch List) procedures.
  - 3. Final Completion requirements
  - 4. Project Record Documents.
  - 5. Operations and Maintenance Manuals
  - 6. Spare parts/materials.
  - 7. Warranties (Minimum 2 years unless manufacturer's warranty is greater.)
  - 8. Two-year maintenance and service agreements.
  - 9. Demonstration and Training of City of Gonzales' personnel.
  - 10. Final Cleaning.
- B. Related Sections:
  - 1. Section 00 50 00 (Agreement) for requirements for Project Completion and Final Payment.
  - 2. The Conditions for the Contract and the other sections of Division 01 apply to this section as fully as if repeated herein.
  - 3. Divisions 03 through 33 Sections for specific closeout and special cleaning requirements for products of those sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion by phase, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list and reasons why the Work is not complete.



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2. For the final phase of the Project, advise the City of Gonzales of pending insurance changeover requirements.
3. For the final phase of the Project, submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting City of Gonzales unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. For the final phase of the Project, prepare, sign, and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs (and photographic negatives or a disk with all digital files), damage or settlement surveys, property surveys, and similar final record information. Deliver operation and maintenance manuals and Project Record Documents at least two weeks (14 days) before training and request for Substantial Completion Inspection.
6. For the final phase of the Project, deliver all tools, spare parts, extra materials, and similar items that are a permanent part of the installed equipment, to the City of Gonzales. Label with manufacturer's name and model number where applicable.
7. All plumbing and mechanical equipment shall operate quietly and free from vibration. Properly adjust, repair, balance, or replace equipment producing objectionable noise or vibration. Provide additional brackets, bracing, or other methods to prevent objectionable noise or vibration. All systems shall operate without humming, surging, or rapid cycling.
8. Complete startup testing of systems.
9. Complete training of the City of Gonzales' staff per Part 3 of this section. Submit training logs and attendance sheets.
10. Submit test/adjust/balance records.
11. Properly mount and post all operating instructions.
12. Make final changeover of permanent locks and deliver properly marked keys to City of Gonzales. Advise City of Gonzales' personnel of changeover in security provisions.
13. For the final phase of the Project and as approved by the City of Gonzales, terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
14. Advise City of Gonzales of changeover in heat and other utilities.
15. Submit changeover information related to City of Gonzales' occupancy, use, operation, and maintenance.

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16. Complete final cleaning requirements per Paragraph 3.2, Final Cleaning.
  17. Touch up and otherwise repair and restore marred and exposed finishes to eliminate visual defects.
  18. Deliver evidence of compliance with any and all requirements of all applicable governmental regulatory agencies at all levels, including City of Gonzales, City, State and Federal government and agencies.
  19. Submit certificates of inspection for vertical transportation systems, and life safety systems.
  20. Submit copies of the fire alarm certification.
  21. Certificates: For the final phase of the Project, submit manufacturer's representative's certification that work has been installed in accordance with manufacturer's recommendations.
  22. Complete all Testing requirements per Section 01 88 20 (Miscellaneous Hazardous Materials Requirements).
- B. Inspection: After all requirements of the Substantial Completion preliminary procedures have been completed, submit a written request for inspection for Substantial Completion. Give notice at least seven (7) working days in advance from the time the final inspection is to be performed. City of Gonzales will either proceed with inspection or notify Design Builder of unfulfilled requirements. Refer to Paragraph 1.4, List of Incomplete Items (Punch List).
1. Initial Inspection (Punch List): The Design Builder or his principal superintendent, authorized to act on behalf of the Design Builder, is to assemble a list of unfinished work items and assign costs to each item.
  2. Final Inspection (Punch List): The Design Builder or his principal superintendent, authorized to act on behalf of the Design Builder, shall accompany the City of Gonzales on the final inspection tour. Principal Subcontractors and Consultants that the City of Gonzales may request to be present will also attend. The City of Gonzales will verify the Design Builder's Initial Inspection and recommend any changes.
  3. If the Work has been substantially completed in accordance with the Contract Documents, and only minor corrective measures are required, the City of Gonzales will conditionally accept the Work and will file for the Notice of Completion based upon the Design Builder's assurance that the corrective measures will be completed within the shortest practicable time period.
  4. If the Work has not been substantially completed in accordance with the Contract Documents, and several corrective measures are still required, the City of Gonzales will not accept the Work or record the Notice of Completion. The Design Builder shall complete or correct the items listed

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on the Initial Inspection and the Final Inspection punch list and then call for a re-inspection, following the procedure outlined above.

5. Re-inspection: Request for re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. More than one (1) request of the City of Gonzales to make a re-inspection shall be considered an additional service of City of Gonzales, City of Gonzales' Representative, and/or Inspector of Record, and all subsequent costs will be deducted from the Design Builders final payment.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before determining the date of Final Completion, complete the following:
  1. Submit a final Application for Payment according to Section 00 50 00 (Agreement).
  2. Submit affidavit of payment of debts and claims.
  3. Submit affidavit of release of liens.
  4. Submit consent of Design Builder's surety to final payment,
  5. Submit complete payroll certifications.
  6. Submit certified copy of City of Gonzales' Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the City of Gonzales' representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  8. Submit pest-control final inspection report and warranty.
  9. Submit all guarantees and warranties. See Paragraph 1.7, Warranties.
  10. Submit all Material Safety Data sheets.
  11. Submit copies of all Verified Reports.
  12. Submit a list of all Subcontractors of every tier providing services and/or materials in connection with the Project, in a formal, adequately bound, cataloged form, which shall include the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays.

### 1.4 DESIGN BUILDER'S LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit ten copies of each list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Design Builder that are outside the limits of construction.
  1. The list is to be in Microsoft Excel, electronic format. The format is available from the City of Gonzales for the Design Builder's use.

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2. Organize the list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor in each building in the project. Each line item is to have a unique number associated with the room number (do not re-number items once they have been assigned a number).
3. Organize items by space. Each outstanding item is to be based on the room number where the problem exists and individually numbered.
4. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of City of Gonzales' Representative.
  - d. Name of Inspector or Record.
  - e. Name of Design Builder.
  - f. Page Number.

1.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for the City of Gonzales' representative and Inspector of Record's reference during normal working hours. Submit Record Documents as described in this Section 00 50 00 (Agreement) and 01 11 20 (Design Services and Deliverables).
- B. Record Drawings: Maintain and submit one signed set of prints of Contract Drawings and Shop Drawings.
  1. Mark Record drawings to show the actual installation where installation varies from that shown originally as well as construction added to the Contract that is not indicated on the Contract Drawings. Require individual or entity who obtained record data, where individual or entity is installer, Subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Keep Record Drawings current and legible, and available, on site, for inspection at all times by the Inspector of Record, and City of Gonzales' representative.
    - b. Give particular attention to information on concealed elements that cannot be readily identified and recorded later. Concealed shall mean construction installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features.
    - c. Accurately record information in an understandable drawing technique.
    - d. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

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- e. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  3. Mark important additional information that was either shown schematically or omitted from original drawings.
  4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, RFI numbers, and similar identification where applicable.
  5. Identify, sign and date each Record Drawing: include the designation “PROJECT RECORD DRAWING” in a prominent location. Organize into manageable sets; bind each set with durable cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project’s Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change orders, Record Drawings, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Include Material Safety Data Sheets.
  2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  3. Include significant changes in the product delivered to Project site and changes in manufacturer’s written instruction for installation.
- E. Note related Change Orders, Record Drawings, where applicable.

1.6 OPERATIONS AND MAINTENANCE MANUALS

- A. Assemble 3 copies of complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Section and as follows:
1. **Manufacturer's Manuals:** Submit complete installation, operation, maintenance and service manuals, and printed instructions and parts lists for all materials and equipment where such printed matter is regularly available from the manufacturer. This includes, but is not limited to such service manuals as may be sold by the manufacturer covering the operation and maintenance of his items, and complete replacement parts lists sufficiently detailed for parts replacement ordering to manufacturer. Piping diagrams and wiring diagrams are to be included. Bound publications need not be assembled in binders.
  2. **Organize operation and maintenance manuals into suitable sets of manageable size.** Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
  3. **Equipment Nameplate Data:** Submit a typewritten list of all mechanical and electrical equipment showing exact equipment nameplate data. Identify equipment by means of names, symbols, and numbers used in the contract documents
  4. **System Operating Instructions:** Submit typewritten instructions covering operation of the entire system as installed (not duplicating manufacturer's instructions for operating individual components). Include schematic flow and control diagrams as appropriate and show or list system valves, control elements, and equipment components using identification symbols and numbers, including operating standards. List rooms, area of equipment served, and show proper settings for valves, controls, and switches. Incorporate emergency instructions and procedures, startup and shutdown procedures, seasonal procedures and weekend operations.
  5. **System Maintenance Instructions:** Submit typewritten instructions covering routine maintenance of system. List each item of equipment requiring inspection, lubrication, or service and briefly describe such maintenance, including types of lubricants and frequency of service. It is not intended that these instructions duplicate manufacturer's detailed instructions. Give name,

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address and phone number of nearest firm authorized or qualified to service equipment or provide parts

6. Wall Mounted Data: Frame one set of typewritten system instructions and diagrams as required under Paragraphs .3 and .4 above, covered with glass and mounted in locations as directed by the City of Gonzales. This set of instructions is in addition to the required herein.

## 1.7 WARRANTIES & GUARANTEES

- A. See Section 00 62 00 (Guaranty). All submitted Warranty and Guaranty forms will be on the City of Gonzales' Warranty and Guaranty format. Original to be provided.
- B. Warranties and guarantees for fire/life safety work such as fire alarm, sprinkler, emergency and exit lighting, and exiting pathway systems such as: Elevator, wheelchair lifts, etc. shall have specific language "in the event of our failure to respond and act within 3 hours after being notified in writing by the City of Gonzales, we authorize the City of Gonzales to proceed to have the defects repaired or replaced and made whole, together with any other adjacent work which may be displaced or damaged by so doing, at our expense, and we will honor and pay the costs and charges therefore upon demand. This work shall not invalidate any and all warranties and guarantees."
- C. Submittal Time: Submit duplicate written warranties and guarantees on request of City of Gonzales for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- D. Partial Occupancy: Submit properly executed warranties and guarantees within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by City of Gonzales during construction period by separate agreement with Design Builder.
  - 1 Organize warranty and guarantee documents into an orderly sequence based on the table of contents of the Project Manual.
    - a. Bind warranties and guarantees in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
    - b. Provide heavy paper dividers with plastic-covered tabs for each separate warranty and guarantee. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 2 Provide additional copies of each warranty and guarantee to include in operation and maintenance manuals.

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**PART 2 – PRODUCTS**

**2.1 MATERIALS**

- A. Cleaning Agents: Only use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces. All cleaners shall be specifically designed for the purpose intended, safe for use on the intended object to be cleaned, and safe to pupils, staff and the public. Refer to the City of Gonzales' standards for cleaning products approved by the City of Gonzales.
- B. Commercial floor wax stripper, Easterday Ammo-Strip or approved equal, capable of removing metal interlock water emulsion floor finish.
- C. Floor finish shall be minimum 20% solids content high-gloss wax. Acceptable products:
  - 1. Spartan Sunny-Side
  - 2. Spotlight (Brulin Company-800-776-7149)
  - 3. Champion Once-A-Year
- D. Graffiti Remover (non-toxic): SO-SAFE BY DX, Inc., or approved equal.
- E. Wood Floor Finish acceptable products:
  - 1. Front Court Gym Sealer – 2 coats
  - 2. MaGee Waterthane 701 Wood Floor Finish
  - 3. Waxie Company
- F. Germicidal Cleaner must be E.P.A. registered germicidal cleaner and deodorizer appropriate for use in public buildings.



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**PART 3 – EXECUTION**

**3.1 DEMONSTRATION AND TRAINING**

- A. Instruction: After Work under this contract is completed, tested, and before acceptance, and not less than 14 days after submittal of the operation and maintenance data required in Paragraph 1.6, Operations and Maintenance Manuals, operate all systems for a period of three 8-hour days during which time keep on the project competent personnel familiar with the items installed whose full-time assignment will be to instruct the City of Gonzales' maintenance personnel in the operation and maintenance of the equipment and systems.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-upon times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with City of Gonzales, through City of Gonzales' representative, with at least seven (7) days' notice.
  - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
  - 5. Do not conduct this instruction period before completion of piping and equipment labeling.
  
- B. Provide an instruction period sufficient to cover the training required. This instruction period shall be in addition and subsequent to any period of operation, test and adjustment called for elsewhere in this specification.
  
- C. Program Structure: develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction of the following:
  - 1. System design and operational philosophy.
  - 2. Review of documentation.
  - 3. Operations.
  - 4. Adjustments.
  - 5. Troubleshooting.
  - 6. Maintenance.
  - 7. Repair

**3.2 FINAL AND END-OF-PHASE CLEANING**

- A. General: Provide final cleaning at the completion of each phase of the work and final project completion. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal, State and local environmental and antipollution regulations. If LBP was disturbed during renovation the final cleaning shall meet the minimum requirements of 40 CFR Part 745.

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- B. Cleaning: Employ professional cleaning service for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  
- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for any phase of Project:
  - 1. Clean Project site, yard, and grounds in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - 4. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - 5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - 6. Horizontal surfaces: All horizontal surfaces must be dusted and/or washed until free of dust and grime.
  - 7. Furnishings and equipment:
    - a. Remove all gum and sticky substances from all surfaces. Wash all furniture and equipment with a neutral cleaner. Use specialized cleaner appropriate for wood and/or excessively dirty surfaces.
    - b. Dust all machinery and equipment located in any shop area.
    - c. Clean all chalkboards and chalk rails by washing with water and/or chalkboard cleaner. Re-chalk chalkboards after completing cleaning process.
    - d. Clean exterior of all closed lockers and interior of open ones.
    - e. Graffiti must be removed from all furnishings and equipment.
  - 8. Walls: Wash all wall surfaces with detergent and water. Remove all graffiti. All restroom walls should be washed with a disinfectant cleaner.
  - 9. Doors: Wash all doors, frames and hardware.

10. Floors:

- a. Resilient Floors (except linoleum flooring) – Clean and refinish flooring, using appropriate procedures and finishes/sealers. Strip existing wax from all existing resilient flooring (using appropriate safety measures as recommended by the E.P.A. for any tile containing asbestos) and re-wax as follows:

1. Classrooms, offices and other rooms - three coats of wax.
2. Corridors - five coats of wax.

Newly installed resilient floors should have all surface mastic removed by Design Builder. New floors should be allowed to set for time recommended by manufacturer of mastic. These floors should be scrubbed with detergent -- not stripped. Seal as recommended by flooring manufacturer and re-wax as indicated above.

- b. Linoleum Floors - Clean and refinish flooring, using appropriate procedures and finishes/sealers in accordance with manufacturers recommendations and finish as follows:

Newly installed linoleum floors should be allowed to set for time recommended by manufacturer of mastic. Existing and new floors should be scrubbed with a neutral pH (7-8.5) detergent/cleaner – do not strip factory finish. Apply the cleaning solution with a mop and bucket; allow the solution to remain on the floor, and then scrub with a rotary electric scrubber or automatic scrubber with a non-abrasive scrubbing pad. Do not over-saturate the floor. Rinse the entire floor surface with clean, cool water and allow the floor to dry thoroughly before allowing traffic. Apply two (2) coats of “Linobase” sealer, manufactured by Johnson Diversey or as recommended by manufacturer, followed by three (3) coats of “Carefree” finish, manufactured by Johnson Diversey or as recommended by the manufacturer, per manufacturer’s instructions.

- c. Concrete Floors - Scrub using water and detergent.

- d. Ceramic Floors - Scrub using water and detergent.

- e. Wood Floors - Clean, screen and apply gym seal per manufacturer's recommendation. All gym seal to be approved by Custodial Services Department.

- f. Carpeted Floors - Vacuum all carpets and clean by hot water extraction.

- g. Other Floors - Marble, terrazzo and rubber floors should be cleaned and refinished using appropriate procedures and finishes/sealers.

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11. STAIRS: All stairs to be scrubbed with detergent including walls, handrails and ledges. Finish not to be applied to stairs unless necessary and approved by the City of Gonzales (Custodial Services Department).
12. RESTROOMS: Thoroughly clean and disinfect all surfaces and fixtures. Remove all foreign objects from walls/ceilings and eliminate all graffiti. Specifications provided above for fixtures, walls and floors are applicable.  
  
Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
13. Sweep concrete floors broom clean in unoccupied spaces.
14. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
15. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
16. Remove labels that are not permanent.
17. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.
18. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
19. Replace parts subject to unusual operating conditions.
20. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
21. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
22. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
23. Clean ducts, blowers, and coils if units were operated without filters during construction.

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- 24. Clean all new and existing light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- 25. Leave Project clean and ready for occupancy.
- D. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Prepare a report.
- E. Final Inspection: Any surface still exhibiting dirt, graffiti or dust shall be re-cleaned/re-stripped/refinished until free of dirt, graffiti or dust.
- F. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City of Gonzales' property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove materials from Project site and dispose of lawfully.

**END OF SECTION**

**SECTION 01 71 23**

**FIELD ENGINEERING**

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. This section describes field engineering services to be performed by Design Builder and by City of Gonzales, and procedures to accomplish these services.
- B. Related Documents.
  - 1. Document 00 33 50 (Existing Site Conditions)
- C. Related Sections.
  - 1. Section 01 11 13 (Work Covered By Contract Documents).
  - 2. Section 01 11 20 (Design Services and Deliverables).
  - 3. Section 01 31 91 (Project Meetings).

1.2 RESPONSIBILITIES

- A. Design Builder shall provide field engineering services; establish grades, lines, and levels for Work by use of recognized engineering survey practices.
- B. Design Builder shall employ California licensed civil engineer or land surveyor for horizontal and vertical control.
- C. City of Gonzales will provide reference points for horizontal and vertical control and shall provide starting points for the Work.

1.3 PROCEDURES

- A. Design Builder shall request assistance from City of Gonzales two (2) Business Days prior to date assistance is required.

**PART 2 - PRODUCTS** (Not used)

**PART 3 - EXECUTION** (Not used)

**END OF SECTION**

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**SECTION 01 73 00**

**EXECUTION**

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
  2. Field engineering and surveying.
  3. General installation of products.
  4. Coordination of City of Gonzales-installed products.
  5. Progress cleaning.
  6. Starting and adjusting.
  7. Protection of installed construction.
  8. Correction of the Work.
- B. Related Sections include the following:
1. Section 00 33 50 (Existing Site Conditions).
  2. Section 01 11 13 (Work Covered by Contract Documents).
  3. Section 01 14 00 (Work Restrictions) regarding measures for noise, dust and infection control.
  4. Section 01 31 00 (Project Management and Coordination) for procedures for coordinating field engineering with other construction activities.
  5. Section 01 31 19 (Project Meetings).
  6. Section 01 33 00 (Submittal Procedures) for submitting surveys.
  7. Section 01 73 29 (Cutting and Patching) for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  8. Section 01 77 00 (Cleaning and Closeout Procedures) for submitting final property survey with Project Record Documents, recording of City of



Gonzales-accepted deviations from indicated lines and levels, and final cleaning.

## 1.2 SUBMITTALS

- A. Qualification Data: For land surveyor or professional engineer.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit three copies signed by land surveyor or professional engineer and one AutoCad electronic file of survey complying with City of Gonzales CAD Standards on CD-R.
- D. Final Property Survey: Submit three copies showing the Work performed and record survey data and one AutoCad electronic file of survey complying with City of Gonzales CAD Standards on CD-R.
- E. Contingency Plan: Submit six copies within sixty (60) Days of Notice to Proceed for emergency plan(s) should an existing utility be damaged.

## 1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in California and who is experienced in providing land-surveying services of the kind indicated.
- B. Installer Qualifications.
  - 1. Experienced Installers: Installers shall have a minimum of five (5) years successful experience installing items similar to those required for Project, except for individuals in training under the direct supervision of an experienced installer.
- C. If cleaning and protection is not performed to the satisfaction of the City of Gonzales's Representative, the City of Gonzales reserves the right to have cleaning performed by others at the Design Builder's expense.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and locations of underground utilities and other construction affecting the Work.

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1. Before construction, verify the locations and invert elevations at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
  3. Locate all known existing utilities and shut-off devices before proceeding with construction operations that may cause damage to such installations. Existing utilities shall be kept in service where possible and damage to them shall be repaired with no adjustment to the Stipulated Sum.
  4. If any other structures or utilities are encountered, request City of Gonzales's Representative to provide direction on how to proceed with the Work.
  5. If any structure or utility is damaged, take appropriate action to ensure the safety of persons and property.
  6. Submit a contingency plan for emergency repair of all utilities to City of Gonzales's Representative for approval prior to commencing Work.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 MANUFACTURERS' INSTRUCTIONS

- A. Manufacturer's Recommendations: When work is specified to comply with manufacturers' recommendations or instructions, distribute copies to persons involved, and maintain one set in field office.
  1. Conform with requirements specified in Section 01 33 00 (Submittal Procedures) for submittal of recommendations or instructions to City of Gonzales; submit to City of Gonzales only where specified or where specifically requested.
- B. Perform work in accordance with details of recommendations and instructions and specified requirements.
  1. Should a conflict exist between Specifications and recommendations or instructions consult with City of Gonzales.
- C. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

### 3.3 PREPARATION

- A. Existing Utility Information: Furnish public utilities with information that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with City of Gonzales's Representative.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  1. Where portions of Work are to fit to other construction, verify dimensions of other construction by field measurements before fabrication; allow for cutting and patching to avoid delaying Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to City of Gonzales's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on Form, "Request for Information."

### 3.4 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify City of Gonzales's Representative promptly.
- B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level, and plumb of every major element as the Work progresses.
  - 5. Notify City of Gonzales's Representative when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by City of Gonzales's Representative.

### 3.5 FIELD ENGINEERING

- A. Identification: City of Gonzales will provide reference points for horizontal and vertical control and shall provide starting points for the Work.

- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of City of Gonzales’s Representative. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to City of Gonzales’s Representative before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: 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 sitework.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  2. At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official “property survey.”

### 3.6 INSTALLATION

- A. Pre-Installation Meetings: Installers and suppliers are to attend pre-installation meetings scheduled by Design Builder.

- B. General: Locate the Work and components of the Work accurately, in correct alignment and elevation.
1. Make vertical work plumb and make horizontal work level.
  2. Install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  4. Doors and access panels shall be kept clear.
  5. Before beginning any installation, make provisions to avoid interference.
  6. Relocate installed work that does not provide adequate accessibility.
  7. Maintain minimum headroom clearance of eight (8) feet in spaces without a suspended ceiling.
  8. Do not obstruct spaces and installations that are required to be clear by California Building Code requirements.
- C. Precedence of Installation Requirements:
1. Descriptive specification.
  2. Product listing, classification or certification.
  3. Manufacturer's installation instructions.
  4. Trade association or referenced standards.
  5. Most common trade practice.
- D. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated unless more explicit or stringent requirements are contained in Contract Documents.
- E. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- F. Allow for building movement including thermal expansion and contraction.
- G. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- H. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
1. Maximum noise level for trenchers, graders, and trucks shall not exceed ninety (90) dBA at fifty (50) feet as measured under the noisiest operating conditions. For other equipment, noise levels shall not exceed eighty-five (85) dBA at fifty (50) feet.
  2. Jackhammers shall be equipped with exhaust mufflers and steel muffing sleeves. Air compressors should be of a quiet type such as a “whisperized” compressor.
  3. Machines and equipment shall not be left idling.
  4. Where commercially feasible, electric power shall be used in lieu of internal combustion engine power wherever possible.
  5. Schedule noisy operations so as to minimize their duration at any given location
  6. Equipment shall be properly maintained to reduce noise from excessive vibration, faulty mufflers, or other sources.
  7. Provide noise barriers to comply with above criteria.
  8. Refer to Section 01140 (Work Restrictions), for additional noise control requirements.
- I. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- J. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application and as required by applicable Code requirements for accessibility. Refer questionable mounting height decisions to the City of Gonzales’s Representative for final decision.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to

be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- 4. Comply with the California Building Code requirements for earthquake Seismic Zone 4.
  
- K. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, produce sketch to arrange joints for the best visual effect and submit to the City of Gonzales's Representative for review. Fit exposed connections together to form hairline joints.
  
- L. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
  
- M. Isolate each part of the completed construction from incompatible material to prevent deterioration.

### 3.7 CITY OF GONZALES-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project Site for City of Gonzales's construction forces.
  
- B. Coordination: Coordinate construction and operations of the Work with work performed by City of Gonzales's construction forces.
  - 1. Contract Schedule: Inform City of Gonzales of Design Builder's preferred contract Schedule for City of Gonzales's portion of the Work. Adjust Contract Schedule based on a mutually agreeable timetable. Notify City of Gonzales if changes to schedule are required due to differences in actual construction progress.
  
  - 2. Preinstallation Conferences: Include City of Gonzales's construction forces at preinstallation conferences covering portions of the Work that are to receive City of Gonzales's work. Attend preinstallation conferences conducted by City of Gonzales's construction forces if portions of the Work depend on City of Gonzales's construction.

### 3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas at frequent intervals, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully. Comply with the requirements of Section 01770 (Cleaning and Closeout Procedures).
  - 1. Comply with requirements in CFC Article 87 for removal of combustible waste materials and debris.



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2. Do not hold materials more than seven (7) days during normal weather or three (3) Days if the temperature is expected to rise above eighty degrees Fahrenheit (80°F).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate. Refer to Section 01 14 00 (Work Restrictions) regarding dust and infection control requirements.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
1. Excessive static or dynamic loading.

2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Puncture.
12. Abrasion.
13. Heavy traffic.
14. Soiling, staining and corrosion.
15. Bacteria.
16. Rodent and insect infestation.
17. Combustion.
18. Electrical current.
19. High speed operation.
20. Improper lubrication.
21. Unusual wear or other misuse.
22. Contact between incompatible materials.
23. Destructive testing.
24. Misalignment.
25. Excessive weathering.
26. Unprotected storage.

- 27. Improper shipping or handling.
- 28. Theft.
- 29. Vandalism.

### 3.9 STARTING AND ADJUSTING

- A. Following are minimum starting and adjusting requirements. Design Builder is to perform starting and adjusting per manufacturer's recommendations. If more stringent requirements are described in the Contract Documents, the more stringent shall apply
  - 1. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
  - 2. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
  - 3. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
  - 4. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Section 01 45 00 (Quality Control).

### 3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
  - 1. Cover products subject to deterioration with impervious cover; provide ventilation to avoid condensation and trapping water.
  - 2. Take care to use protective covering and blocking materials that do not soil, stain, or damage materials being protected.
  - 3. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Protect interior materials from water damage; immediately remove wet materials from site to prevent growth of mold and mildew on site.

- D. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

**3.11 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Section 01 73 29 (Cutting and Patching).
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

**END OF SECTION**

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SECTION 01 73 29

CUTTING AND PATCHING

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**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. The Contract Documents, including Section 00 50 00 (Agreement) and other Division 00 and 01 Specification Sections, apply to this Section.

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
- C. Divisions 03 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work
- D. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 23 and 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.2 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4. SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

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3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. City of Gonzales's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

#### 1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch the following including but not limited to operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Fire-protection systems and security alarm and camera systems.
  4. Control systems, including electrical or pneumatic lines.
  5. Communication systems.
  6. Conveying systems.
  7. Electrical wiring systems. This shall also include all computer/data and fiber optic cabling.
  8. Building maintenance control systems/thermostats.
- B. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction

exposed on the exterior or in occupied spaces in a manner that would, in City of Gonzales Representative's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## 1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
- B. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.



### 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 Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers 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, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
- C. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- D. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- E. Concrete and/or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- F. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
- G. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

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- H. Proceed with patching after construction operations requiring cutting are complete.
  
- I. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  
- J. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface, from corner to corner and floor to ceiling, containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  
- K. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
  
- L. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.

**3.4 PAYMENT FOR COSTS:**

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract documents, including costs for additional services of the City of Gonzales, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector (s), Engineers and Agents, will be paid by Design Builder and/or deducted from the Design Builder's contract by the City of Gonzales.
  
- B. City of Gonzales shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the City of Gonzales, other than defective or nonconforming Work, will be paid by City of Gonzales on approval of written Change Order. Design Builder shall provide written cost proposals prior to proceeding with cutting and patching.

**END OF SECTION**

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SECTION 01 77 00

CLEANING AND CLOSEOUT PROCEDURES

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for contract closeout, including but not limited to, the following:
1. Substantial Completion requirements.
  2. Inspection (Punch List) procedures.
  3. Final Completion requirements
  4. Project Record Documents.
  5. Operations and Maintenance Manuals
  6. Spare parts/materials.
  7. Warranties (Minimum 2 years unless manufacturer's warranty is greater.)
  8. Two-year maintenance and service agreements.
  9. Demonstration and Training of City of Gonzales's personnel.
  10. Final Cleaning.
- B. Related Sections:
1. Section 00 50 00 (Agreement) for requirements for Project Completion and Final Payment.
  2. The Conditions for the Contract and the other sections of Division 01 apply to this section as fully as if repeated herein.
  3. Divisions 03 through 33 Sections for specific closeout and special cleaning requirements for products of those sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion by phase, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list and reasons why the Work is not complete.

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2. For the final phase of the Project, advise the City of Gonzales of pending insurance changeover requirements.
3. For the final phase of the Project, submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting City of Gonzales unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. For the final phase of the Project, prepare, sign, and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs (and photographic negatives or a disk with all digital files), damage or settlement surveys, property surveys, and similar final record information. Deliver operation and maintenance manuals and Project Record Documents at least two weeks (14 days) before training and request for Substantial Completion Inspection.
6. For the final phase of the Project, deliver all tools, spare parts, extra materials, and similar items that are a permanent part of the installed equipment, to the City of Gonzales. Label with manufacturer's name and model number where applicable.
7. All plumbing and mechanical equipment shall operate quietly and free from vibration. Properly adjust, repair, balance, or replace equipment producing objectionable noise or vibration. Provide additional brackets, bracing, or other methods to prevent objectionable noise or vibration. All systems shall operate without humming, surging, or rapid cycling.
8. Complete startup testing of systems.
9. Complete training of the City of Gonzales's staff per Part 3 of this section. Submit training logs and attendance sheets.
10. Submit test/adjust/balance records.
11. Properly mount and post all operating instructions.
12. Make final changeover of permanent locks and deliver properly marked keys to City of Gonzales. Advise City of Gonzales's personnel of changeover in security provisions.
13. For the final phase of the Project and as approved by the City of Gonzales, terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
14. Advise City of Gonzales of changeover in heat and other utilities.
15. Submit changeover information related to City of Gonzales's occupancy, use, operation, and maintenance.

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16. Complete final cleaning requirements per Paragraph 3.2, Final Cleaning.
  17. Touch up and otherwise repair and restore marred and exposed finishes to eliminate visual defects.
  18. Deliver evidence of compliance with any and all requirements of all applicable governmental regulatory agencies at all levels, including City of Gonzales, City, State and Federal government and agencies.
  19. Submit certificates of inspection for vertical transportation systems, and life safety systems.
  20. Submit copies of the fire alarm certification.
  21. Certificates: For the final phase of the Project, submit manufacturer's representative's certification that work has been installed in accordance with manufacturer's recommendations.
  22. Complete all Testing requirements per Section 01 88 20 (Miscellaneous Hazardous Materials Requirements).
- B. Inspection: After all requirements of the Substantial Completion preliminary procedures have been completed, submit a written request for inspection for Substantial Completion. Give notice at least 7 working days in advance from the time the final inspection is to be performed. City of Gonzales will either proceed with inspection or notify Design Builder of unfulfilled requirements. Refer to Paragraph 1.4, List of Incomplete Items (Punch List).
1. Initial Inspection (Punch List): The Design Builder or his principal superintendent, authorized to act on behalf of the Design Builder, is to assemble a list of unfinished work items and assign costs to each item.
  2. Final Inspection (Punch List): The Design Builder or his principal superintendent, authorized to act on behalf of the Design Builder, shall accompany the City of Gonzales on the final inspection tour. Principal Subcontractors and Consultants that the City of Gonzales may request to be present will also attend. The City of Gonzales will verify the Design Builder's Initial Inspection and recommend any changes.
  3. If the Work has been substantially completed in accordance with the Contract Documents, and only minor corrective measures are required, the City of Gonzales will conditionally accept the Work and will file for the Notice of Completion based upon the Design Builder's assurance that the corrective measures will be completed within the shortest practicable time period.
  4. If the Work has not been substantially completed in accordance with the Contract Documents, and several corrective measures are still required, the City of Gonzales will not accept the Work or record the Notice of Completion. The Design Builder shall complete or correct the items listed

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on the Initial Inspection and the Final Inspection punch list and then call for a re-inspection, following the procedure outlined above.

5. Re-inspection: Request for re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. More than one (1) request of the City of Gonzales to make a re-inspection shall be considered an additional service of City of Gonzales, City of Gonzales's Representative, and/or Inspector of Record, and all subsequent costs will be deducted from the Design Builders final payment.

**1.3 FINAL COMPLETION**

- A. Preliminary Procedures: Before determining the date of Final Completion, complete the following:
  1. Submit a final Application for Payment according to Section 00 50 00 (Agreement).
  2. Submit affidavit of payment of debts and claims.
  3. Submit affidavit of release of liens.
  4. Submit consent of Design Builder's surety to final payment,
  5. Submit complete payroll certifications.
  6. Submit certified copy of City of Gonzales's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the City of Gonzales's representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  8. Submit pest-control final inspection report and warranty.
  9. Submit all guarantees and warranties. Refer to Paragraph 1.7, Warranties.
  10. Submit all Material Safety Data sheets.
  11. Submit copies of all Verified Reports.
  12. Submit a list of all Subcontractors of every tier providing services and/or materials in connection with the Project, in a formal, adequately bound, cataloged form, which shall include the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays.

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13. Upload, either electronically or manually, to the City of Gonzales's preventative maintenance program, all equipment, systems, materials and other as required, manufacturers recommended maintenance or required maintenance for the City of Gonzales to track.

**1.4 DESIGN BUILDER'S LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Preparation: Submit ten copies of each list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Design Builder that are outside the limits of construction.
  1. The list is to be in Microsoft Excel, electronic format. The format is available from the City of Gonzales for the Design Builder's use.
  2. Organize the list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor in each building in the project. Each line item is to have a unique number associated with the room number (do not re-number items once they have been assigned a number).
  3. Organize items by space. Each outstanding item is to be based on the room number where the problem exists and individually numbered.
  4. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of City of Gonzales's Representative.
    - d. Name of Inspector or Record.
    - e. Name of Design Builder.
    - f. Page Number.

**1.5 PROJECT RECORD DOCUMENTS**

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for the City of Gonzales's representative and Inspector of Record's reference during normal working hours. Submit Record



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Documents as described in this Section 00 50 00 (Agreement) and Section 01 11 20 (Design Services and Deliverables).

- B. Record Drawings: Maintain and submit one signed set of prints of Contract Drawings and Shop Drawings.
1. Mark Record drawings to show the actual installation where installation varies from that shown originally as well as construction added to the Contract that is not indicated on the Contract Drawings. Require individual or entity who obtained record data, where individual or entity is installer, Subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Keep Record Drawings current and legible, and available, on site, for inspection at all times by the Inspector of Record, and City of Gonzales's representative.
    - b. Give particular attention to information on concealed elements that cannot be readily identified and recorded later. Concealed shall mean construction installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features.
    - c. Accurately record information in an understandable drawing technique.
    - d. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - e. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  3. Mark important additional information that was either shown schematically or omitted from original drawings.
  4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, RFI numbers, and similar identification where applicable.
  5. Identify, sign and date each Record Drawing: include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable cover sheets. Include identification on cover sheets.

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- C. Record Specifications: Submit one copy of Project’s Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change orders, Record Drawings, where applicable.
  
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
  - 1. Include Material Safety Data Sheets.
  - 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 3. Include significant changes in the product delivered to Project site and changes in manufacturer’s written instruction for installation.
  - 4. Note related Change Orders, Record Drawings, where applicable.

1.6 OPERATIONS AND MAINTENANCE MANUALS

- A. Assemble 3 copies of complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Section and as follows:
  - 1. Manufacturer's Manuals: Submit complete installation, operation, maintenance and service manuals, and printed instructions and parts lists for all materials and equipment where such printed matter is regularly available from the manufacturer. This includes, but is not limited to such service manuals as may be sold by the manufacturer covering the operation and maintenance of his items, and complete replacement parts lists sufficiently detailed for parts replacement ordering to manufacturer. Piping diagrams and wiring diagrams are to be included. Bound publications need not be assembled in binders.
    - a. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title “OPERATION AND MAINTENANCE MANUAL,” Project name, and subject matter of contents.

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2. Equipment Nameplate Data: Submit a typewritten list of all mechanical and electrical equipment showing exact equipment nameplate data. Identify equipment by means of names, symbols, and numbers used in the contract documents
3. System Operating Instructions: Submit typewritten instructions covering operation of the entire system as installed (not duplicating manufacturer's instructions for operating individual components). Include schematic flow and control diagrams as appropriate and show or list system valves, control elements, and equipment components using identification symbols and numbers, including operating standards. List rooms, area of equipment served, and show proper settings for valves, controls, and switches. Incorporate emergency instructions and procedures, startup and shutdown procedures, seasonal procedures and weekend operations.
4. System Maintenance Instructions: Submit typewritten instructions covering routine maintenance of system. List each item of equipment requiring inspection, lubrication, or service and briefly describe such maintenance, including types of lubricants and frequency of service. It is not intended that these instructions duplicate manufacturer's detailed instructions. Give name, address and phone number of nearest firm authorized or qualified to service equipment or provide parts. In addition, upload this information onto the City of Gonzales preventative maintenance program.
5. Wall Mounted Data: Frame one set of typewritten system instructions and diagrams as required under Paragraphs .3 and .4 above, covered with glass and mounted in locations as directed by the City of Gonzales. This set of instructions is in addition to the required herein.

**1.7 WARRANTIES & GUARANTEES**

- A. See Section 00 62 00 (Guaranty) form and 00 62 50 (Certificate of Warranty) for warranty form. All submitted Warranty and Guaranty forms will be on the City of Gonzales's Warranty and Guaranty format. Originals to be provided.
- B. Warranties and guarantees for fire/life safety work such as fire alarm, sprinkler, emergency and exit lighting, and exiting pathway systems such as: Elevator, wheelchair lifts, etc. shall have specific language "in the event of our failure to respond and act within 3 hours after being notified in writing by the City of Gonzales, we authorize the City of Gonzales to proceed to have the defects repaired or replaced and made whole, together with any other adjacent work which may be displaced or damaged by so doing, at our expense, and we will honor and pay the costs and charges therefore upon demand. This work shall not invalidate any and all warranties and guarantees."
- C. Submittal Time: Submit duplicate written warranties and guarantees on request of City of Gonzales for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

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- D. Partial Occupancy: Submit properly executed warranties and guarantees within 15 days of completion of designated portions of the Work that are completed and occupied or used by City of Gonzales during construction period by separate agreement with Design Builder.
  
- E. Organize warranty and guarantee documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and guarantees in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty and guarantee. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  
- F. Provide additional copies of each warranty and guarantee to include in operation and maintenance manuals.

**PART 2 – PRODUCTS**

**2.1 MATERIALS**

- A. Cleaning Agents: Only use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces. All cleaners shall be specifically designed for the purpose intended, safe for use on the intended object to be cleaned, and safe to pupils, staff and the public. Refer to the City of Gonzales's standards for cleaning products approved by the City of Gonzales.
  
- B. Commercial floor wax stripper, Easterday Ammo-Strip or approved equal, capable of removing metal interlock water emulsion floor finish.
  
- C. Floor finish shall be minimum 20% solids content high-gloss wax. Acceptable products:
  - 1. Spartan Sunny-Side
  
  - 2. Spotlight (Brulin Company-800-776-7149)
  
  - 3. Champion Once-A-Year
  
- D. Graffiti Remover (non-toxic): SO-SAFE BY DX, Inc., or approved equal.
  
- E. Wood Floor Finish acceptable products:
  - 1. Front Court Gym Sealer – 2 coats

2. MaGee Waterthane 701 Wood Floor Finish
  3. Waxie Company
- F. Germicidal Cleaner must be E.P.A. registered germicidal cleaner and deodorizer appropriate for use in public buildings.

### **PART 3 – EXECUTION**

#### **3.1 DEMONSTRATION AND TRAINING**

- A. Instruction: After Work under this contract is completed, tested, and before acceptance, and not less than 14 days after submittal of the operation and maintenance data required in Paragraph 1.6, Operations and Maintenance Manuals, operate all systems for a period of three 8-hour days during which time keep on the project competent personnel familiar with the items installed whose full-time assignment will be to instruct the City of Gonzales's maintenance personnel in the operation and maintenance of the equipment and systems.
1. Provide instructors experienced in operation and maintenance procedures.
  2. Provide instruction at mutually agreed-upon times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  3. Schedule training with City of Gonzales, through City of Gonzales's representative, with at least seven days notice.
  4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
  5. Do not conduct this instruction period before completion of piping and equipment labeling.
- B. Provide an instruction period sufficient to cover the training required. This instruction period shall be in addition and subsequent to any period of operation, test and adjustment called for elsewhere in this specification.
- C. Program Structure: develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction of the following:
1. System design and operational philosophy.
  2. Review of documentation.
  3. Operations.
  4. Adjustments.

5. Troubleshooting.
6. Maintenance.
7. Repair.

### 3.2 FINAL AND END-OF-PHASE CLEANING

- A. General: Provide final cleaning at the completion of each phase of the work and final project completion. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal, State and local environmental and antipollution regulations. If LBP was disturbed during renovation the final cleaning shall meet the minimum requirements of 40 CFR Part 745.
- B. Cleaning: Employ professional cleaning service for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for any phase of Project:
    - a. Clean Project site, yard, and grounds in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, letter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Horizontal surfaces: All horizontal surfaces must be dusted and/or washed until free of dust and grime.
    - g. Furnishings and equipment:
      - 1) Remove all gum and sticky substances from all surfaces. Wash all furniture and equipment with a neutral cleaner. Use specialized cleaner appropriate for wood and/or excessively dirty surfaces.
      - 2) Dust all machinery and equipment located in any shop area.

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- 3) Clean all chalkboards and chalk rails by washing with water and/or chalkboard cleaner. Re-chalk chalkboards after completing cleaning process.
  - 4) Clean exterior of all closed lockers and interior of open ones.
  - 5) Graffiti must be removed from all furnishings and equipment.
- h. Walls: Wash all wall surfaces with detergent and water. Remove all graffiti. All restroom walls should be washed with a disinfectant cleaner.
- i. Doors: Wash all doors, frames and hardware.
- j. Floors:
- 1) Resilient Floors (except linoleum flooring) – Clean and refinish flooring, using appropriate procedures and finishes/sealers. Strip existing wax from all existing resilient flooring (using appropriate safety measures as recommended by the E.P.A. for any tile containing asbestos) and re-wax as follows:
    - Classrooms, offices and other rooms - three coats of wax.
    - Corridors - five coats of wax.

Newly installed resilient floors should have all surface mastic removed by Design Builder. New floors should be allowed to set for time recommended by manufacturer of mastic. These floors should be scrubbed with detergent -- not stripped. Seal as recommended by flooring manufacturer and re-wax as indicated above.
  - 2) Linoleum Floors - Clean and refinish flooring, using appropriate procedures and finishes/sealers in accordance with manufacturers recommendations and finish as follows:

Newly installed linoleum floors should be allowed to set for time recommended by manufacturer of mastic. Existing and new floors should be scrubbed with a neutral pH (7-8.5) detergent/cleaner – do not strip factory finish. Apply the cleaning solution with a mop and bucket; allow the solution to remain on the floor, and then scrub with a rotary electric scrubber or automatic scrubber with a non-abrasive scrubbing pad. Do not over-saturate the floor. Rinse the entire floor surface with clean, cool water and allow the floor to dry thoroughly before allowing traffic. Apply two (2) coats of “Linobase” sealer, manufactured by

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- Johnson Diversey or as recommended by manufacturer, followed by three (3) coats of “Carefree” finish, manufactured by Johnson Diversey or as recommended by the manufacturer, per manufacturer’s instructions.
- 3) Concrete Floors - Scrub using water and detergent.
  - 4) Ceramic Floors - Scrub using water and detergent.
  - 5) Wood Floors - Clean, screen and apply gym seal per manufacturer's recommendation. All gym seal to be approved by Custodial Services Department.
  - 6) Carpeted Floors - Vacuum all carpets and clean by hot water extraction.
  - 7) Other Floors - Marble, terrazzo and rubber floors should be cleaned and refinished using appropriate procedures and finishes/sealers.
- k. STAIRS: All stairs to be scrubbed with detergent including walls, handrails and ledges. Finish not to be applied to stairs unless necessary and approved by the City of Gonzales (Custodial Services Department).
- l. RESTROOMS: Thoroughly clean and disinfect all surfaces and fixtures. Remove all foreign objects from walls/ceilings and eliminate all graffiti. Specifications provided above for fixtures, walls and floors are applicable.
- m. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- n. Sweep concrete floors broom clean in unoccupied spaces.
- o. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- p. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- q. Remove labels that are not permanent.
- r. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.



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- 1) Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.
  - s. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - t. Replace parts subject to unusual operating conditions.
  - u. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - v. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - w. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - x. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - y. Clean all new and existing light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - z. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Prepare a report.
- D. Final Inspection: Any surface still exhibiting dirt, graffiti or dust shall be re-cleaned/re-stripped/refinished until free of dirt, graffiti or dust.
- E. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City of Gonzales’s property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove materials from Project site and dispose of lawfully.

**END OF SECTION**

**SECTION 01 81 00**

**BUILDING INFORMATION MODELING PERFORMANCE REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. The Design Builder shall utilize a Building Information Modeling (BIM) system to submit Design Development and Construction Documents in the form of a BIM Model of the Project buildings and Site in a parametric 3D format in order to maximize design and construction coordination of the facility through interference checking (clash detection) and code compliance studies within that electronic format. As is technically feasible, the Design Builder shall also test and modify the proposed construction schedule and the project cost model to optimize the project delivery options for the best overall value and performance by coordinating the BIM Model with the schedule (4D) and using the BIM Model to support cost (5D).
1. The BIM Model and individual system models are the property of the District. The Design Builder shall provide the District with access to the models at anytime throughout the project. Submittals are outlined in Section 01 11 20 Design Services and Deliverables.
  2. Supplemental BIM requirements for this project are given in the “BIM Standards for the Mission Bay Elementary School ” document, which will be included – Reference Documents - portion of the Project Manual by way of future addendum. In the event of a discrepancy between this Section (01812) and the BIM Standards Document, this specification takes precedence.
  3. Design Builder shall:
    - a. Use the BIM Model and associated model aggregation platform to facilitate the construction methods and means.
    - b. Update the BIM Model and associated model aggregation platform progressively throughout the design and construction period to incorporate all Subcontractor information and approved changes.
    - c. Provide a final “as-built” BIM Model to the District for the District’s unrestricted use in operating and managing the facility.
    - d. Engage in regular BIM management meetings with the District and Design Build team participants to discuss and evolve the scope of work described through this section. Discussion topics will include element modeling responsibilities, software interoperability, 2.5d

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modeling scope, best practices and technical feasibility in the context of rapidly evolving BIM technology.

1.2 USE OF THE BIM/VIRTUAL CONSTRUCTION MODEL

- A. Intent of the BIM Model and Aggregate Platform: The BIM Model and aggregate platform shall be developed for coordination, communication and collaboration purposes during design and construction. At the completion of the Work, the BIM Model shall be turned over to the District. The District shall have exclusive rights to the model for its use in operating and managing the facility.
- B. Basis of Information for Modeling: The Contract Documents and Reference Documents shall be the basis of information for the BIM Model described herein. The Bridging Architect's Architectural Drawings are available in AutoCAD version 2010 format for use by the Design Builder in developing the BIM Model; however such usage shall be for convenience only and shall not carry contractual implication.
- C. Relation of BIM to other Contract Documents: The BIM may be used by the Design Builder as a tool to plan the Work and produce Construction Documents. Hardcopy documentation shall be used as the basis of construction. Not all building components required by the contract documents will be included in the BIM.

1.3 DEFINITIONS

- A. BIM: Building Information Modeling, a process of constructing electronic models of facility's buildings and site.
- B. BIM or Virtual Construction (VC) Model: A Virtual Construction Model using 3-D Building Information Modeling (BIM) technologies to convey the design and construction elements of the Work. The Virtual Model will consist of a minimum of seven system models: Civil, Architectural, Structural, Mechanical, Electrical, Fire Protection and Equipment.
- C. Model Aggregation Platform: The VC system models shall be aggregated into a single building information model via Autodesk® Navisworks 2019 software or later.

1.4 MINIMUM REQUIREMENTS

- A. General: The BIM Model shall be developed to include parametric components of major building and site elements as defined by Part 2 of this section.
- B. Accuracy of the Models: The BIM Model and each of its system models shall be developed to within a tolerance of 1/4" plus or minus.

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- C. Parametric Data: The BIM Model may vary in level of detail for individual elements, but at a minimum shall include sufficient parametric data to support use and analysis of:
1. Functional and visual representation of all spaces.
  2. Review of Design Builder's Construction Documents at all times during the Design and Construction phases.
  3. Clash detection and correction of all major systems.
  4. Construction methods and means.
  5. Construction scheduling.
  6. Cost estimating.
  7. As-built documentation and modeling.
- D. File Format: Revit or any file format (BIM application(s) or software(s)) approved by the District's Project Manager may be used for development of the BIM Model providing that it is a true parametric, data-based application. The District will give preference to a file format that allows direct linking and interoperability. The Design Builder shall maintain a matrix that summarizes BIM software tools used on the project by all participants.
- E. Level of Detail: The BIM Model shall be developed and detailed sufficiently to meet the requirements of the Request for Proposal and the Contract Documents. The two levels of detail are Generic-model(ed) and Project-model(ed), as defined below. All elements listed under Part 2 Products shall be Project-model(ed). All other elements may be Generic-model(ed). The level of detail described by Part 2: Products shall be subject to further discussion, clarification, and evolution through BIM management meetings. The Design Builder will maintain a building component matrix that documents the BIM scope and clarifies responsibilities and level of detail. This matrix shall be subject to District approval.
1. "Generic-model(ed)": the model and its elements may be based upon the standard objects available from the modeling software without project-specific customization. In addition, generic components may be used early in the BIM development process as "placeholders" for "project modeled" components.
  2. "Project-model(ed)": the model and/or a specific element must be customized to reflect project-specific configuration.

3. “2.5D Elements”: Model management may require use of 2.5D components. This type of component includes parametric, plan and elevation information but does not include 3D data. The scope of use for 2.5D elements shall be determined through discussions held at BIM management meetings.
- F. OmniClass: The OmniClass Construction Classification System (known as OmniClass or OCCS) is a new classification system for the construction industry developed by the Construction Specification Institute (CSI). It builds upon MasterFormat for work results, UniFormat for elements and EPCI (Electronic Product Information Cooperation) for structuring products. OmniClass is a reference library that will serve as the foundation upon which information is transferred between the construction and operations phases via the BIM Model. The Design Builder shall include the appropriate OmniClass classification in the list of attributes that is assigned to the building elements that will be Project-model(ed).

## **PART 2 - PRODUCTS**

### **2.1 SYSTEM MODELS**

- A. Civil Systems: The Civil Systems Model shall be a sub-system model linked to the architectural system model. The Civil Systems model shall serve as the basis for project shared coordinates through which the position of building elements on the site will be coordinated. Except as noted, provide project-model(ed) elements of:
1. Topography: 1) existing natural and/or graded contours, and 2) new grades and finish contours.
  2. Planting: 1) existing major landscaped areas, 2) existing trees to remain, 3) new landscaped areas, 4) new trees, and 5) irrigation lines over 2” diameter. Planting may be generic-model(ed).
  3. Surface Improvements: 1) pavements, 2) curbs and gutters, 3) retaining walls, and 4) exterior non-building structures such as pools, shade structures etc.
  4. Existing Structures: 1) all buildings within the project area intended to remain, 2) buildings intended to be demolished. All existing structures may be generic-model(ed) exterior surface only; interior elements are not required.
  5. Storm Water and Sanitary Sewers: 1) existing lines (over 3” diameter), boxes and structures within project area, 2) all new lines, boxes and structures, and 3) existing public lines, boxes and structures beyond the

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project area but serving as points of connection for the project. Storm Water and Sanitary Sewers outside the buildings may be generic-model(ed).

6. Utilities: 1) existing domestic and fire water main and branch lines (2" and larger diameter) within project area, 2) all new domestic and fire water lines, 3) existing electrical overhead and underground lines within project area, all new electrical lines outside buildings, 4) existing telephone and data lines within project area, 5) all new telephone and data lines outside buildings, 6) existing gas lines within project area, and 7) all new gas lines outside buildings. Utilities outside buildings may be generic-model(ed).
7. Other requirements:
  - a. Quantities: data to reflect accurate quantities of the above elements.
  - b. Schedules: data for installation of the above elements.

B. Architectural Systems: The Architectural Systems Model shall be the primary model to which others are linked. Except as noted, provide project-model(ed) elements of:

1. Spaces: 1) net square footage of all occupied spaces, 2) gross constructed floor area, 3) room names and numbers, and 4) floor, base, wall, and ceiling finishes.
2. Exterior Walls and Curtain Walls: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.
3. Partitions: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.
4. Floors: 1) type and material, 2) thickness, and 3) finishes with manufacturer's name and product numbers. Link floor structure to the Structural Systems Model.
5. Ceilings: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.
6. Roof Coverings and Openings: 1) configuration, 2) drainage system, and 3) penetrations for modeled building components.
7. Exterior Doors, Windows, and Louvers: 1) type and material, 2) height, width, and thickness, 3) thermal, acoustic, fire, and security rating, 4) location, and 5) hardware elements or group.

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8. Interior Doors, Windows, and Louvers: 1) type and material, 2) height, width, and thickness, 3) thermal, acoustic, fire, and security rating, 4) location, and 5) hardware elements or group.
  9. Stairs and Ramps: 1) stairs and railings, 2) ramps and railings, and 3) handrails and guardrails.
  10. Elevators and Escalators: 1) elevator cabs and doors, 2) elevator hoist-way doors and trim, 3) elevator machinery and equipment, 4) escalator belts and railings, and 5) escalator machinery and equipment.
  11. Casework and Counters: 1) type and material, 2) height, width, and depth, 3) location, and 4) hardware.
  12. Plumbing Fixtures: 1) type and material, 2) location, 3) trim, and 4) finishes. Link fixtures and trim to the Mechanical Systems Model.
  13. HVAC Grills and Registers: 1) type and material, 2) location, 3) trim, and 4) finishes. Link fixtures and trim to the Mechanical Systems Model.
  14. Electrical Fixtures: 1) type and material, 2) bulb type and wattage, 3) location, 4) trim, and 5) finishes. Link fixtures and trim to the Electrical Systems Model.
  15. Miscellaneous Fittings: 1) toilet partitions, 2) toilet room accessories, 3) grab bars, 4) personal storage lockers, 5) display cases, and 6) other surface applied quasi-permanent items such as mirrors etc.
  16. Other requirements:
    - a. Quantities: data to reflect accurate quantities of the above elements.
    - b. Schedules: data for installation of the above elements.
- C. Structural Systems: The Structural Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:
1. Foundations and footings: 1) type and configuration, and 2) depth, length, and width.
  2. Slab(s) on-grade: 1) type and configuration, 2) under-slab base and waterproofing, 3) recesses, curbs, pads, closure pours, and 4) major penetrations.

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3. Basement Walls: 1) type and composition, 2) height, length, and width, and 3) thermal, acoustic, fire, and security ratings.
4. Elevated Floors: 1) columns and beams, 2) primary and secondary framing members, 3) bracing, 4) connections, and 5) framed, composite, and/or slab decks.
5. Roofs: 1) columns and beams, 2) primary and secondary framing members, 3) bracing, 4) connections, and 5) framed, composite, and/or slab decks.
6. Joints: 1) expansion and/or contraction, and 2) seismic.
7. Stairs and Ramps: 1) openings and framing, and 2) railing supports.
8. Shafts and Pits: 1) openings and framing, and 2) railing supports.
9. Other requirements:
  - a. Quantities: include data to reflect accurate quantities of the above elements.
  - b. Schedules: data for installation of the above elements.
  - c. Fireproofing: Fireproofing is not to be included in the BIM but clash detection studies shall include definition of tolerances for conflict detection.
  - d. Color Code: color code structural steel from other elements.

D. Mechanical: The Mechanical Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:

1. Heating, Ventilating, and Air Conditioning: 1) all heating, ventilating, air-conditioning, exhaust fans, and specialty equipment, 2) air supply, return, ventilation and exhaust ducts, including space-consuming elbows and transitions, 3) fire dampers with ratings, 4) mechanical piping, and 5) registers, diffusers, grills and hydronic baseboards. Coordinate and link fixtures and trim to the Architectural Systems Model.
2. Plumbing: 1) all domestic plumbing piping and fixtures, 2) floor and area drains, and 3) related equipment.
  - a. Piping larger than 1 .5" diameter shall be modeled.



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3. Roof Drainage: 1) all piping and fixtures, and 2) related equipment.
    - a. Piping larger than 1 .5" diameter shall be modeled.
  4. Other requirements:
    - a. Quantities: data to reflect accurate quantities of the above elements.
    - b. Schedules: schedule data for installation of the above elements.
    - c. Equipment Clearances: Clearances for major equipment and all M/E/P Equipment and Architecturally Significant Equipment, as model objects for conflict detection and maintenance access requirements.
    - d. Color Code: separate color code for each type element.
- E. Electrical: The Electrical Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide project-model(ed) elements of:
1. Interior Electrical Power and Lighting: 1) all interior electrical components, 2) lighting, receptacles, special and general purpose power receptacles, 3) lighting fixtures, 4) panel-boards and control systems, and 5) conduit and cable trays.
    - a. Individual conduit larger than 1 .5" diameter shall be modeled.
    - b. Groups or clusters runs of conduit of all sizes shall be modeled.
  2. Exterior Building Lighting: 1) all exterior electrical components, 2) lighting, receptacles, special and general purpose power receptacles, 3) lighting fixtures, 4) panel-boards and control systems, and transformers, and 5) utility connection and equipment.
    - a. Individual conduit larger than 1 .5" diameter shall be modeled.
    - b. Grouped or clustered runs of conduit of all sizes shall be modeled.
  3. Telephone, Data, Television, and Other Low Voltage: 1) all interior low voltage components, 2) outlets, receptacles, special and controls, 3) fixtures, 4) panel-boards, equipment racks, and control systems, and 5) conduit and cable trays.
    - a. Individual conduit larger than 1 .5" diameter shall be modeled.

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- b. Groups or clusters runs of conduit of all sizes shall be modeled.
- 4. Other requirements:
  - a. Quantities: data to reflect accurate quantities of the above elements.
  - b. Schedules: schedule data for installation of the above elements.
  - c. Equipment Clearances: Clearances for major as model objects for conflict detection and maintenance access requirements.
  - d. Color Code: separate color code for each type element.
- F. Fire Suppression: The Fire Suppression Systems Model shall be a sub-system model linked to the architectural system model. Except as noted provide Project-model(ed) elements of:
  - 1. Fire Suppression System: 1) valves and risers, 2) all main, branch, and drains lines, 3) sprinkler heads, and fittings, 4) pumps.
  - 2. Fire Alarms: 1) alarm and notification devices, and 2) detection systems.
  - 3. Other requirements:
    - a. Quantities: data to reflect accurate quantities of the above elements.
    - b. Schedules: schedule data for installation of the above elements.
    - c. Equipment Clearances: Clearances for major equipment as model objects for conflict detection and maintenance access requirements.
    - d. Color Code: separate color code for each type element.
- G. Equipment: The Equipment Model shall be a sub-system model linked to the architectural model. Except as noted provide Project-model(ed) elements of:
  - 1. Equipment: related security, mechanical, plumbing, and electrical requirements.
    - a. Quantities: data to reflect accurate quantities of the above elements.
    - b. Schedules: schedule data for installation of the above elements.

- c. Equipment Clearances: equipment clearances as model objects for conflict detection and maintenance access requirements.

## 2.2 COST AND SCHEDULE INFORMATION

### A. Schedule Data (4D):

1. Use 4D where practically possible to optimize the construction schedule and validate sequencing.
2. Provide construction activity sequences, including rough-in, finish, and phasing schedules for major elements of all models.
3. Breakdown the schedule of elements by individual sub-contractors.

### B. Cost Data (5D):

1. Provide quantity-based, installed cost breakdown of labor and material for major elements of all models.
2. Leverage the model where practically possible to assure that the budget is being met.

## 2.3 MODEL SOFTWARE REQUIREMENTS

### A. The Design Builder's selected BIM application(s) and software(s) for the BIM Model shall:

1. Have maximum interoperability between systems models, and shall be fully compatible with Autodesk® Navisworks 2019 software and later.
2. Be provided in a format that is compatible with a free software download for viewing the Design Builder's models with the ability to save and track user annotations and notes.
3. Contain reports/logs of:
  - a. Discrepancies and/or clarifications in the Contract Documents or Construction Documents identified during the modeling process.
  - b. Conflicts between location and alignment of model elements with resolutions developed by the Design Builder.
  - c. Quantities of modeled building element.
  - d. Schedule for each building element.

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- B. For any additional electronic model information that is not supported by the Revit or the primary software solution approved by Program manager, and for constructing 4D models, the Design Builder shall utilize AutoDesk® Navisworks software (Manage, Review, Simulate and Freedom) to create and utilize .nwd files.
- C. Be provided in a format that links with cost and scheduling software utilities.

**PART 3 - EXECUTION**

**3.1 DEVELOPMENT AND SUBMITTAL OF THE MODELS**

- A. The Design Builder shall develop the BIM Model and its systems models in compliance with the Contract Documents and the following:
  - 1. Develop and submit all of the systems models concurrently. Note: if any of the systems models qualify as deferred approvals, they may be submitted separately.
  - 2. Submit models with generic-model(ed) information as required to satisfy the requirements of the Request for Proposal as outlined in Document 00 10 00 (Request for Proposals from Design Builders).
  - 3. Submit partially completed models during the Design Development and Construction Documents Phase submittals outlined in Section 01 11 20 (Design Services and Deliverables), for review and coordination.
  - 4. Submit partially complete models at any time when the District requests changes and/or clarifications or Design Builder proposes changes.
  - 5. Submit fully completed BIM Model and its systems models, prior to construction.
  - 6. Submit updated systems models complying with final approved shop drawing submittals.
  - 7. Submit the “as-built” BIM Model and its systems models as part of the close-out process.

**3.2 UPDATING THE MODELS DURING CONSTRUCTION**

- A. The BIM Model shall be updated/revised to keep it current with construction activity as follows:
  - 1. Updating: issue the BIM Model and its systems models one week before each regularly scheduled Construction Phase Coordination meeting as defined in Section 01 31 19 (Project Meetings).

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2. Revising: issue the revised BIM Model and/or its systems models immediately after each meeting or other activity where revisions have been made. Include a report that indicates every change.

B. Submit the updates and revisions to the District.

**3.3 DELIVERY OF FINAL AS-BUILT MODELS**

A. The final updated and revised BIM Model and all its systems models shall be submitted to the District as part of the close-out submittals.

B. The BIM Model and all its systems models will be:

1. Editable for future expansion or remodel projects.

2. Functioning for use with 3-D Facilities Management Software.

**END OF SECTION**

**SECTION 01 81 13**

**SUSTAINABLE DESIGN REQUIREMENTS, CALGREEN COMMERCIAL**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes general requirements and procedures for compliance with California Green Building Standards Code – CALGreen Section 703.1 Documentation.
- B. Related Sections include the following:
  - 1. Section 01 91 13 (General Commissioning Requirements).
  - 2. Divisions 01 through 33 Sections for CALGreen requirements specific to the Work of each of those Sections. These requirements may or may not include reference to CALGreen.
- C. 2019 California Green Building Standards Code (CALGreen): This project is subject to all mandatory measures of CALGreen and any additional amendments as may have been adopted by the local AHJ.

**1.3 DEFINITIONS**

- A. CALGreen: California Green Building Standards Code 2019, California Code of Regulations, Title 24, Part 11.
- B. Chain-of-Custody (COC): A tracking procedure for a product from the point of harvest or extraction to its end use, including all successive stages of processing, transformation, manufacturing, and distribution.
- C. Chain-of-Custody Certification: Awarded to companies that produce, sell, promote, or trade forest products after audits verify proper accounting of material flows and proper use of the Forest Stewardship Council name and logo.
- D. Chain-of-Custody Certificates: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that

manufacturer is certified for chain of custody by an FSC-accredited certification body.

- E. Recycled Content: The proportion, by mass, of pre-consumer or postconsumer recycled material in a product (ISO 14021).
  - 1. Postconsumer Recycled Content: The percentage of material in a product that was consumer waste. The recycled material was generated by household, commercial, industrial, or institutional end-users and can no longer be used for its intended purpose.
  - 2. Preconsumer Recycled Content (formerly known as postindustrial content): The percentage of material in a product that is recycled from manufacturing waste.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Respond to questions and requests from Architect regarding CALGreen compliance that are the responsibility of the Contractor, that depend on product selection or product qualities, or that depend on Contractor's procedures until the AHJ has made its determination on the project's CALGreen compliance. Document responses as informational submittals.

#### 1.5 ACTION SUBMITTALS

- A. General: Submit additional CALGreen submittals required by other Specification Sections.
- B. CALGreen submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated CALGreen requirements.
- C. CALGreen Division 5, Section A5.106.1: Storm Water Pollution Prevention Plan (SWPPP): See Section 01 5723 for submittal requirements.
  - 1. Submit SWPPP after contract award and before the pre-construction conference.
    - a. Plan to include drawings and/or a written plan with specifications that detail the proposed arrangements and methods for control of runoff, sedimentation, and pollutant conveyance in storm and other water resulting from construction activities. Show that the Storm water Pollution Prevention Plan conforms to the State Storm water NPDES Construction Permit or local ordinance, whichever is stricter, as is required for projects one acre or more. Indicate parties responsible for implementation.

- b. Submit documentation over the course of the work activities indicating implementation of the plan, through date-stamped photos, inspection logs or reports with descriptions of corrective action in response to problems, etc.
- D. CALGreen Division 5, Section A5.106.3: Low Impact Development (LID):
  - 1. Submit documentation showing LID strategies to be employed during the course of construction to reduce impact of peak run-off.
- E. CALGreen Division 5, Section 5.408.1: Construction Waste Management: See Section 01 7419 and City of Burlingame requirements, the most stringent of which takes precedence.

## 1.6 INFORMATIONAL SUBMITTALS

- A. CALGreen Compliance Documentation Submittals:
  - 1. CALGreen Division 5, Section 5.106.8: Light Pollution Reduction: Product Data for interior and exterior lighting fixtures that stop direct-beam illumination from leaving the building site.
  - 2. CALGreen Division 5, Section A5.106.11.2 Cool Roof: Product Data for roofing materials indicating Energy Star compliance for roof system for reduction of heat island effect.
  - 3. CALGreen Division 5, Section A5.106.11.2.1: SRI (solar reflectance index) values for low-sloped and steep-sloped roofs.
  - 4. CALGreen Division 5, Section A5.106.11.2.2: Thermal emittance values (CRRC) for low-sloped and steep-sloped roofs.
  - 5. CALGreen Division 5, Section A5.204.1 Energy Star Equipment and Appliances: Product Data for equipment and appliances indicating Energy Star compliance and labeling.
  - 6. CALGreen Division 5, Section 5.303.1 Metering: Product Data for metering of water usage throughout building.
  - 7. CALGreen Division 5, Section 5.303.2, 5.303.3, and 5.303.6 Indoor Water Use: Product Data for plumbing fixtures, fittings, and appliances indicating water consumption.
  - 8. CALGreen Division 5, Section 5.106.8: Light Pollution Reduction: Product Data for interior and exterior lighting fixtures that stop direct-beam illumination from leaving the building site.
  - 9. CALGreen Division 5, Section 5.304.3 Irrigation Controllers: Product Data for automatic controllers showing that installed controllers and sensors are weather- or soil moisture-based, work automatically, and have compliant rain sensors connected to the controllers.
  - 10. CALGreen Division 5, Section 5.408.1.4 Construction Waste Reduction, Disposal and Recycling: Submit construction and demolition management plan and completed waste management report showing that a minimum of 60% of nonhazardous construction and demolition debris has been



- recycled and/or salvaged for reuse. See Section 01 7419 and City of Burlingame requirements, the most stringent of which takes precedence.
11. CALGreen Division 5, Section 5.410.4.2 and 5.410.4.3 Testing Systems: Documentation showing development of a written plan of procedures for testing and adjusting systems, with procedures listed demonstrating compliance with requirements of AHJ.
  12. CALGreen Division 5, Section 5.410.5.5: Building Maintenance and Operation:
    - a. Provide educational materials, operation and maintenance manuals to ensure buildings and equipment are properly maintained.
    - b. Provide information pertaining to landscape design and maintenance, public transportation options, recycling opportunities, special inspection reports and energy incentive programs.
  13. CALGreen Division 5, Section 5.504.1.3 Temporary Ventilation during Construction: Product Data for methods used to control indoor chemical and pollutant sources.
  14. CALGreen Division 5, Section 5.504.3 covering of Duct Openings and Protection of mechanical equipment during construction:
    - a. Construction indoor air quality management plan.
    - b. Product Data for temporary filtration media.
    - c. Product Data for filtration media used during construction.
    - d. Construction Documentation: Six photographs at three different occasions during construction along with a brief description of the SMACNA approach employed, documenting implementation of the IAQ management measures, such as protection of ducts and on-site stored or installed absorptive materials.
  15. CALGreen Division 5, Section 5.504.4.1, Adhesives, Sealants and Caulks: Product Data for adhesives, sealants and caulks used inside the weatherproofing system indicating VOC content in g/L of each product used.
    - a. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2.
    - b. Aerosol adhesives and smaller unit sizes of adhesives and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than one pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards

and other requirements, including prohibitions on use of certain toxic compounds, of California Code of Regulations, Title 17, commencing with Section 94507.

16. CALGreen Division 5, Section 5.504.3 Paints and coatings. Architectural paints and coatings shall comply with Table 5.504.4.3 unless more stringent local limits apply:
  - a. 5.504.4.3.1 Aerosol paints and coatings. Aerosol paints and coatings shall meet the Product-Weighted MIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances (CCR, Title 17, Section 94520, et seq.).
  - b. 5.504.4.3.2. Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency.
  - c. Product Data for paints and coatings used inside the weatherproofing system indicating chemical composition and VOC content in g/L of each product used.
  
17. CALGreen Division 5, Section 5.504.4.4 Carpet Systems, 5.504.4.4.1 Carpet Cushion, 5.504.8.4.2 Carpet Adhesive: Product Data for carpet, carpet cushion, carpet adhesives products indicating VOC content in g/L of each product used.
  - a. 5.504.4.4.4.1 Carpet cushion. All carpet cushion installed in the building shall meet the requirements of the Carpet and Rug Institute's Green Label program.
  - b. 5.504.4.4.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 5.504.4.1.
  - c. Product Data for filtration media used during flush-out and prior to occupancy.
  
18. CALGreen Division 5, Section 5.504.4.5 Composite Wood Products, and 5.504.4.5.2 Documentation:
  - a. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the building shall meet the requirements for formaldehyde as specified in Table 5.504.4.5.
  - b. 5.504.4.5.3 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:
    1. Product certifications and specifications.
    2. Chain of custody certifications.

3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
    4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269 or European 636 3S standards.
    5. Other methods acceptable to the enforcing agency.
  - c. Product Data for composite wood and agrifiber products indicating that products contain no added urea-formaldehyde resin. For CALGreen, submit at least one of the following: product certification and specifications, chain of custody certifications, or other methods acceptable to the enforcing agency.
  - d. Include statement indicating adhesives and binders used for each product.
19. CALGreen Division 5, Section 5.504.4.6 Resilient Flooring Systems: Comply with the VOC-emission limits defined in the 2012 CHPS criteria and listed on its High Performance Products Database; products compliant with CHPS criteria certified under the Greenguard Children & Schools program; certified under the FloorScore program of the Resilient Floor Covering Institute; or meet California Department of Public Health 2010 Specification.
  - a. Product Data as required by Section 5.504.4.6.1 for verification of resilient flooring products showing resilient flooring materials meet pollutant emission limits.
20. CALGreen Division 5, Section 5.504.5.3 Filters: Product Data for air filtration media installed in mechanical distribution system.
21. CALGreen Division 5, Section 5.506.1 Outside Air Delivery and Section 5.506.2 Carbon Dioxide (CO<sub>2</sub>) Monitoring: Product Data and Shop Drawings for HVAC system showing compliance with California Energy Code and for carbon dioxide monitoring system.
22. CALGreen Division 5, Section 5.507.4.1 Exterior Noise Transmission: Calculations showing composite STC rating or OITC rating, and indicating method used for calculations.
23. CALGreen Division 5, Section 5.507.4.3 Interior Sound Transmission: Product Data for interior acoustical materials used to provide a minimum STC of 40.
24. CALGreen Division 5, Section 5.508.1: Product Data for new HVAC equipment indicating absence of CFC refrigerants and Product Data for fire suppression equipment indicating absence of halons.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS, GENERAL**

- A. Provide products and procedures necessary to meet CALGreen provisions required in this Section. Although other Sections may specify some requirements that contribute to CALGreen, the Contractor shall determine additional materials and procedures necessary to meet CALGreen provisions indicated.

## 2.2 RECYCLED CONTENT OF MATERIALS

- A. CALGreen Division 5, Section 5.408.1: Recycle and salvage for reuse a minimum of 50% of nonhazardous construction and demolition waste:
  - 1. Cost of post-consumer recycled content plus one-half of pre-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content plus one-half of pre-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
  - 2. Do not include plumbing, mechanical and electrical components, and specialty items such as elevators and equipment in the calculation.
  - 3. Recycled content of materials shall be defined according to the International Organizations of Standards document, ISO 14021, Environmental labels and declarations – Self-declared environmental claims (Type II environmental labeling).

## 2.3 POLLUTION CONTROL

- A. CALGreen, Division 5, Section 5.504.4.1, adhesives, sealants and caulks (Table 5.504.4.1): For compliance, for field applications that are inside the weatherproofing system, use adhesives and sealants that comply with the following limits for VOC content in compliance with the local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits as shown (such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds – chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene – except for aerosol products as specified in CALGreen Division 5, Section 5.504.8.1.2:
  - 1. Architectural Applications:
    - a. Indoor Carpet Adhesives: 50 g/L.
    - b. Carpet Pad Adhesives: 50 g/L.
    - c. Outdoor Carpet Adhesives: 150 g/L.
    - d. Wood Flooring Adhesive: 100 g/L.
    - e. Rubber Floor Adhesives: 60 g/L.
    - f. Subfloor Adhesives: 50 g/L.
    - g. Ceramic Tile Adhesives: 65 g/L.
    - h. VCT and Asphalt Tile Adhesives: 50 g/L.
    - i. Gypsum Board and Panel Adhesives: 50 g/L.

- j. Cove Base Adhesives: 50 g/L.
  - k. Multipurpose Construction Adhesives: 70 g/L.
  - l. Structural Glazing Adhesives: 100 g/L.
  - m. Single-Ply Roof Membrane Adhesive: 250 g/L.
2. Specialty Applications:
- a. PVC Welding Compounds: 510 g/L.
  - b. CPVC Welding Compounds: 490 g/L.
  - c. ABS Welding Compounds: 325 g/L.
  - d. Plastic Cement Welding Compounds: 250 g/L.
  - e. Adhesive Primer for Plastic: 550 g/L.
  - f. Contact Adhesive: 80 g/L.
  - g. Special-Purpose Contact Adhesive (contact adhesive that is used to bond melamine-covered board, metal, unsupported vinyl, rubber, or wood veneer 1/16 inch or less in thickness to any surface): 250 g/L.
  - h. Structural Wood Member Adhesive: 140 g/L.
  - i. Top and Trim Adhesive: 250 g/L.
3. Substrate-Specific Applications:
- a. Metal-to-Metal Adhesives: 30 g/L.
  - b. Plastic Foam Adhesives: 50 g/L.
  - c. Adhesives for Porous Materials (Except Wood): 50 g/L.
  - d. Wood Glues: 30 g/L.
  - e. Fiberglass Adhesives: 80 g/L.
4. Sealants:
- a. Architectural Sealants: 250 g/L.
  - b. Marine Deck Sealant: 760 g/L.
  - c. Nonmembrane Roof Sealants: 300 g/L.
  - d. Roadway Sealant: 250 g/L.
  - e. Single-Ply Roof Membrane Sealants: 450 g/L.
  - f. Other Sealants: 420 g/L.
5. Sealant Primers:
- a. Architectural, Nonporous Substrates: 250 g/L.
  - b. Architectural, Porous Substrates: 775 g/L.
  - c. Modified Bituminous Sealant Primers: 500 g/L.
  - d. Other Sealant Primers: 750 g/L.
- B. CALGreen, Division 5, Section 5.504.4.3, Paints and Coatings (Table 5.504.8.3):  
Use paint and coatings that comply with the 2007 California Air Resources Board Suggested Control Measure unless local limits that are more stringent apply.

Aerosol paints and coatings shall meet the PWMIR limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of California Code of Regulations, Title 17, commencing with Section 94520, and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49:

1. Flat Paints and Coatings: VOC not more than 50 g/L.
2. Non-Flat Paints and Coatings: VOC not more than 100 g/L.
3. Non-Flat High Gloss Paints and Coatings: VOC not more than 150 g/L.
4. Specialty Coatings:
  - a. Aluminum Roof Coatings: 400 g/L.
  - b. Basement Specialty Coatings: 400 g/L.
  - c. Bituminous Roof Coatings: 50 g/L.
  - d. Bituminous Roof Primers: 350 g/L.
  - e. Bond Breakers: 350 g/L.
  - f. Concrete Curing Compounds: 350 g/L.
  - g. Concrete/Masonry Sealers: 100 g/L.
  - h. Driveway Sealers: 50 g/L.
  - i. Dry Fog Coatings: 150 g/L.
  - j. Faux Finishing Coatings: 350 g/L.
  - k. Fire Resistive Coatings: 350 g/L.
  - l. Floor Coatings: 100 g/L.
  - m. Form-Release Compounds: 250 g/L.
  - n. Graphic Arts Coatings (Sign Paints): 500 g/L.
  - o. High Temperature Coatings: 420 g/L.
  - p. Industrial Maintenance Coatings: 250 g/L.
  - q. Low Solids Coatings: 120 g/L.
  - r. Magnesite Cement Coatings: 450 g/L.
  - s. Mastic Texture Coatings: 100 g/L.
  - t. Metallic Pigmented Coatings: 500 g/L.
  - u. Multi-Color Coatings: 250 g/L.
  - v. Pre-Treatment Wash Primers: 420 g/L.
  - w. Primers, Sealers, and Undercoaters: 100 g/L.
  - x. Reactive Penetrating Sealers: 350 g/L.
  - y. Recycled Coatings: 250 g/L.
  - z. Roof Coatings: 50 g/L.
  - aa. Rust Preventative Coatings: 250 g/L.
  - bb. Shellacs:
    1. Clear: 730 g/L.
    2. Opaque: 550 g/L.
  - cc. Specialty Primers, Sealers, and Undercoaters: 100 g/L.
  - dd. Stains: 250 g/L.

- ee. Stone Consolidants: 450 g/L.
  - ff. Swimming Pool Coatings: 340 g/L.
  - gg. Traffic Marking Coatings: 100 g/L.
  - hh. Tub and Tile Refinish Coatings: 420 g/L.
  - ii. Waterproofing Membranes: 250 g/L.
  - jj. Wood Coatings: 275 g/L.
  - kk. Wood Preservatives: 350 g/L.
  - ll. Zinc-Rich Primers: 340 g/L.
5. Restricted Components: Paints and coatings shall not contain any of the following:
- a. Acrolein.
  - b. Acrylonitrile.
  - c. Antimony.
  - d. Benzene.
  - e. Butyl benzyl phthalate.
  - f. Cadmium.
  - g. Di (2-ethylhexyl) phthalate.
  - h. Di-n-butyl phthalate.
  - i. Di-n-octyl phthalate.
  - j. 1,2-dichlorobenzene.
  - k. Diethyl phthalate.
  - l. Dimethyl phthalate.
  - m. Ethylbenzene.
  - n. Formaldehyde.
  - o. Hexavalent chromium.
  - p. Isophorone.
  - q. Lead.
  - r. Mercury.
  - s. Methyl ethyl ketone.
  - t. Methyl isobutyl ketone.
  - u. Methylene chloride.
  - v. Naphthalene.
  - w. Toluene (methylbenzene).
  - x. 1,1,1-trichloroethane.
  - y. Vinyl chloride.
- C. CALGreen, Division 5, Section 5.504.4.4 Carpet Systems: Carpet and carpet cushion must comply with Carpet and Rug Institute's Green Label Plus Program.
- D. CALGreen, Division 5, Section 5.504.4.5 Composite Wood Products: Do not use composite wood and agrifiber products that contain added urea-formaldehyde resin. Laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies must not contain added urea-formaldehyde resin.

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- E. CALGreen, Division 5, Section 5.504.4.6 Resilient Flooring Systems: No less than 80% of floor area receiving resilient flooring material must comply with the Resilient Floor Covering Institute (RFCI) FloorScore program.



### **PART 3 - EXECUTION**

#### **3.1 STORM WATER POLLUTION CONTROL**

- A. CALGreen Division 5, Section 5.106.1 and 5.106.2 Storm Water Pollution Prevention: Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse.
- B. The Contractor shall implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.
- C. In the event that dewatering of excavations is required, Contractor shall obtain all necessary approvals and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

#### **3.2 CONSTRUCTION WASTE MANAGEMENT**

- A. Comply with CALGreen, Division 5, Section 5.408.1 and Section 01 7419 "Construction Waste Management and Disposal" and City of Burlingame requirements, the most stringent of which takes precedence.

#### **3.3 CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT**

- A. CALGreen Division 5, Section 5.504.3:
  - 1. Covering of duct openings and protection of mechanical equipment during construction.
  - 2. During construction, meet or exceed the recommended control measures of the Sheet Metal and Air Conditioning National Trade Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, most current edition, ANSI/SMACNA 008 most current edition (Chapter 13).
  - 3. Protect stored on-site and installed absorptive materials from moisture damage.

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4. If permanently installed air handlers are used during construction, filtration media with a minimum efficiency reporting value of MERV 8 must be used at each return air grille, as determined by ASHRAE Standard 52.2-1999 (with errata but without addenda). Replace all filtration media immediately prior to occupancy.
- B. CALGreen Division 5, Section 5.504.5.3:
1. Filters: in mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air prior to occupancy that provides at least a Minimum Efficiency Reporting Value of MERV 8.

**END OF SECTION**

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SECTION 01 88 20

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MISCELLANEOUS HAZARDOUS MATERIALS PERFORMANCE REQUIREMENTS

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PART 1 - GENERAL

1.1 SUMMARY

- A. Scope of Work: The Design Builder shall hire a competent Hazardous Materials Consultant to investigate, survey and report on Hazardous Materials discovered at the site. Except as otherwise expressly specified herein, the Design Builder's Hazardous Substances Removal Contractor ("Contractor") will supply all labor, supervision, materials, equipment, tools, services, insurance and each and every item of expense necessary for the removal, handling, management, packaging, transportation and disposal of miscellaneous hazardous materials, herein called the "Work."
- B. Applicability: Except as otherwise may be provided for, the requirements of the Contractor will apply to the Design Builder and, by extension, to all subcontractors engaged in the removal or handling of the miscellaneous hazardous materials designated herein. To the extent allowable by law, the City of Gonzales will be the sole and final arbiter of which contractor(s) or subcontractor(s) qualify to remove Hazardous Materials at the Project Site.
- C. Miscellaneous Hazardous Materials: The Contractor shall notify the City of Gonzales of the presence of any items identified in specification 3.11.1 of Section 00 50 00 (Agreement) within 24 hours of its discovery at the Project site.
- D. Limitation of Responsibility: The role of the **Design Builder's Industrial Hygiene Consultant** (hereinafter referred to as the "**Project IH Consultant**") in this project is to provide independent, third-party industrial hygiene/hazardous materials consulting services on behalf of the City of Gonzales. Such services may or may not include conducting on-site work observations, materials or environmental testing, and/or consulting with the City of Gonzales. It is not the responsibility of the Project IH Consultant to supervise the Contractor; nor to direct the Contractor's work effort; nor to assume the management of, or responsibility for, the Contractor's health and/or safety practices, nor its waste management, nor its regulatory compliance. At all times, the Contractor is solely responsible for the quality and execution of all phases and aspects of the Work.

1.2 SUBMITTALS

- A. General:
1. In addition to any other contractual submittals required of the Contractor, the Contractor will provide the submittals described in this Section. Submittals will be reviewed by both the City of Gonzales and the Project IH

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Consultant for acceptability. The Project IH Consultant will either recommend submittals to the City of Gonzales for acceptance, or will return them as deficient, with notations for correction and re-submission. The Project IH Consultant does not have authority to “approve” submittals.

**B. Schedule And Format:**

1. **Delivery:** Submittals listed in this section must be delivered to the City of Gonzales for conveyance to the Project IH Consultant.
2. **Quantity:** Three (3) identical, legible copies and one complete pdf of each submittal listed in this section shall be delivered in an organized fashion suitable to the City of Gonzales for review. One (1) copy will be conveyed by the City of Gonzales to the Project IH Consultant for review.
3. **Work Commencement:** No portion of the Work that is dependent upon submittal acceptance shall be commenced by the Contractor until the submittals are reviewed and accepted by the City of Gonzales or its designated representative.
4. **Delays:** Delays to the Work resulting from the submittal of deficient or illegible documentation, or from the untimely submittal of potentially acceptable documentation, shall be the sole responsibility of the Design-Builder. Except as otherwise granted by the City of Gonzales, no extensions will be made to the awarded contract schedule or budget to accommodate such delays.
5. **Format:** Submittals will be provided in 8-1/2" x 11" format, organized in a standard 3-ring binder, with sections separated by numbered tabs indexed to a printed Table of Contents. Illegible submittals will be considered deficient and returned to the Design/Builder for correction.
6. **Pre-work Submittals:** Pre-work submittals shall be delivered to the City of Gonzales not less than ten (10) Business Days prior to the Contractor’s mobilization onto the work site. Deficient submittals must be resubmitted by the Design-Builder within five (5) Business Days after return of review copy. Once accepted, the reviewed copy will be returned to the Design-Builder, who must maintain a copy of the reviewed submittal at the job site. The following is to be submitted:
  - a. **Worker Qualifications:** Name and qualifications of each employee to be engaged in handling or removal of materials specified in this Section.
  - b. **Technician Certification:** The U.S. EPA requires that individuals who perform maintenance, service, repair, or disposal of ODCs be certified in accordance with Section 608 of the Clean Air Act, as amended (Section 608). The Contractor will submit documentation

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of certification for any technician or subcontractor to be in engaged in work covered by Section 608.

- c. Worker Training: The Contractor shall provide current (within previous 12 months) valid documentation of worker training in accordance with Cal/OSHA Hazardous Waste Operations and Emergency Response (8 CCR §5192, "HAZWOPER") for any workers or subcontractors engaged in work specified in this Section. An exception to this training requirement will be made for workers or subcontractors engaged solely in work involving handling or disposal of ODCs.
- d. Permits/Licenses: The Design-Builder is responsible for obtaining any permits or licenses and for making any regulatory notifications required to perform the work of this Section. The Design-Builder will deliver one (1) copy of all permits, approvals and notifications to the City of Gonzales at least five (5) Business Days before beginning the Work of this Section. DBE is responsible for hazmat testing and any authorized abatement performed by the DBE is a change order to the DBE.
- e. Subcontractors: Submit qualifications and twenty-four (24) hour contact information for each subcontractor to be used. This shall include two (2) legible copies of federal, state, and/or local business or operating permits, as well as State and/or EPA identification numbers for the waste transporters and disposal facilities to be used.
- f. Waste Hauling Qualifications: Submit proof of hazardous waste transporter's registration and the vehicle operator training. Submittals shall include, but not necessarily be limited to: business name, address (mailing address and physical location), and business telephone number of the company; primary contact name and emergency contact (24-hour) telephone number; documentation of current State and/or EPA authorization to operate; and insurance coverage.
- g. Waste Disposal Facility Qualifications: Submit documentation of the California State and/or EPA-approved waste recycling, disposal, and/or treatment facilities designated to receive shipments of hazardous and universal wastes generated during this project. Such information will include, but not necessarily be limited to: business name, address (mailing address and physical location), and business telephone number of the facility; primary contact name and emergency contact (24-hour) telephone number; documentation of current State and/or EPA authorization to operate; operator's facility I. D. number; classification and/or

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types of waste(s) accepted; name, business address and telephone number of insurance provider; documentation of insurance type(s), coverage amounts, and any limitations on liability; and any regulatory agency information pertaining to known citations issued, notices of violations issued, corrective actions ordered, Records of Decisions rendered, or on-going environmental investigations or known liabilities.

7. Post-work Submittals: The Design-Builder will, within twenty (20) Business Days of Contractor's demobilization from the Project Site, submit two (2) copies of all waste disposal documentation (waste manifests, recycler's or reclaimer's receipts, or other applicable documentation) to demonstrate appropriate material management and disposal. If the Project IH Consultant or City of Gonzales determines that the Post-work Submittals are inadequate and/or require additional unanticipated review time, the Contractor will be required to correct the deficiencies and re-submit them for additional review. Any additional cost for the Project IH Consultant's time to perform a subsequent review(s) of Post-work Submittals will be borne by the Design-Builder.

1.3 QUALITY REQUIREMENTS

A. Reference Standards:

1. Regulations: Applicable regulations pertaining to this work include, but are not limited to, the following:
  - a. California Department of Occupational Safety and Health (Cal-OSHA) – General Industry Safety Orders Hazardous Waste Operations and Emergency Response (8 CCR §5192 et seq.).
  - b. California Health & Safety Code Section 25163(c).
  - c. Title 22, California Code of Regulations, Section 66261.24 et seq.
  - d. Title 22, California Code of Regulations, Section 66268.7(a)(4) et seq.
  - e. Title 22, California Code of Regulations, Section 66268.114 et seq.
  - f. California Safe Drinking Water and Toxic Enforcement Act of 1986 (Prop. 65).
  - g. Title 22, California Code of Regulations, Division 4.5, Chapter 23 – Universal Waste Rule - California Department of Toxic Substances Control (DTSC).
  - h. Title 40, Code of Federal Regulations, Part 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP) (U.S. EPA).
  - i. Title 40, Code of Federal Regulations, Part 82 et seq., Protection of Stratospheric Ozone. U.S. Environmental Protection Agency (U.S. EPA).
  - j. Title 40, Code of Federal Regulations, Part 761, et seq., Polychlorinated Biphenyl (PCBs) Manufacturing, Processing, Distribution in Commerce and Use Prohibitions. U.S. Environmental Protection Agency (U.S. EPA).
  - k. Title 49, Code of Federal Regulations, Part 172, U.S. Department of Transportation.
  - l. All other applicable Federal, State, and/or Local regulations, codes, and ordinances.



2. Applicability. The most current version of each document shall apply. Where conflicts among these specifications exist, the more strict or stringent requirement or interpretation shall apply.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1. PREPARATION**

- A. Examination of Conditions: The Design/Builder must carefully examine the work site before beginning work and report any previously undisclosed or special conditions to the City of Gonzales. Except as may be otherwise stipulated elsewhere in the Contract Documents, starting the Work shall be interpreted as implied acceptance of conditions as they exist.
- B. Responsibility for Work: By commencing the Work, Design/Builder acknowledges and agrees that it has sole and primary responsibility and obligation to the City of Gonzales to make inspections of its own work at all stages of the Work. This includes acknowledging and agreeing that it has sole responsibility to supervise or superintend the performance of the Work, and that said work will be in strict adherence to, and in compliance with, all applicable methods, materials, regulations, and required standards whether or not specified herein. Where conflicts arise between standards or regulations, the more stringent will apply.
- C. Coordination of Work: The Design-Builder is responsible to coordinate all scheduling, phasing, and completion of the Work with the City of Gonzales and all other employers working on the job site.
- D. Measurements and Quantities: The Design-Builder is responsible to field verify all measurements, dimensions and quantities before starting the Work. Discrepancies between plan and field dimensions or quantities must be reported to the City of Gonzales as soon as discovered

**3.2 WASTE MANAGEMENT AND DISPOSAL**

- A. General: The Design-Builder is responsible for the safe handling, storage and transportation of all hazardous waste generated by the Work. By commencing this work, the Design-Builder implicitly agrees to bear all costs arising from any claims, damages, losses, and/or clean-up expenses incurred which, as a result of the Design-Builder's negligence, result from a hazardous waste spill(s) or release(s) on the Project site and/or while hazardous waste is in transport to a waste disposal facility. The Design-Builder or its designated subcontractor waste hauler will deliver all waste materials to an appropriately designated waste disposal facility that is acceptable to the City of Gonzales and which is permitted in accordance with applicable regulations.

- B. Storage Facilities: The Design-Builder will assure that all waste (hazardous and non-hazardous) generated by the Work is stored in a secured manner until received at the waste disposal facility. Debris bins, storage enclosures, etc. will be locked overnight and whenever the Design-Builder is off-site or unable to directly monitor the contents. The Design-Builder will ensure that the appropriate and required warning signs are posted on waste storage locations. The Design-Builder will be responsible to maintain the waste storage facilities in an orderly and well-kept condition at all times. The Design-Builder will conduct routine waste storage area inspections to assure that appropriate storage conditions are maintained. Waste is not to be co-mingled with stored non-waste material or equipment.
- C. Off-site Shipment of Wastes: The Design-Builder shall notify the City of Gonzales or its Representative in advance, whenever hazardous waste must be removed from the site. A copy of the Uniform Hazardous Waste Manifest or any other documents required by Federal, State, or Local agencies shall be completed by the Design-Builder and submitted to the City of Gonzales or its Representative for review and signature prior to transporting hazardous waste materials to a disposal facility. The Design-Builder shall provide the City of Gonzales or its Representative with sufficient advance notice of the need to obtain manifest signatures, so as to not delay waste shipment or otherwise impede the Project Schedule. Only the City of Gonzales or its Representative has authority to sign or approve waste shipping documents. It is the Design-Builder's responsibility to obtain the necessary authorized signatures to ship wastes off-site. Delays or expenses resulting from the untimely waste document coordination shall be borne by the Design-Builder.
- D. Waste Shipment Documentation: EPA Uniform Hazardous Waste Manifest form or such other form or forms required by law or regulation shall be used for all waste transported off-site for hazardous waste disposal. A non-hazardous waste Bill of Lading will be used for all waste transported off-site for disposal or recycling as non-hazardous waste. All waste loads removed from the Project Site will be weighed by a Certified Weighmaster prior to delivery to the disposal facility. Certified weight tickets shall be submitted by the Design-Builder as a part of the Post-job Submittals. At the conclusion of the Work, the Design-Builder will provide documentation that the hazardous waste was disposed of at an appropriate EPA-approved waste disposal facility. The documentation will be submitted as part of the Post-Job Submittals.
- E. Shipment Containers: All waste shipping containers must be individually labeled with appropriate signage and warnings, as required by applicable regulations, codes and ordinances.

**END OF SECTION**

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**SECTION 01 89 00**

**SITE CONSTRUCTION PERFORMANCE REQUIREMENTS**

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**PART 1 - GENERAL**

**1.1 GENERAL REQUIREMENTS**

- A. The Criteria Documents indicate site development design intent for the City of Gonzales Community Center consistent with applicable building codes and standards. The intent includes disposition of existing site utility infrastructure, utility systems in support of the new facilities and general site development including some vehicular and pedestrian circulation, hardscape, landscape, irrigation and site lighting.
- B. The Criteria Documents show conceptual layout and design, with approximate quantities only. The specifications identify minimum levels of quality, materials and workmanship. If there are differences between this Section and the Criteria Documents submit RFI prior to submittal of Proposal for clarification.

**1.2 SITE UTILITIES**

- A. General: The Design Builder shall prepare final plans and documents to the applicable codes and standards, obtain the necessary permits and local jurisdiction approvals, and coordinate all systems with final Construction Documents and the City of Gonzales.
- B. Temporary Connections: Various utilities identified on the Criteria Documents requiring relocation may interrupt service to neighboring buildings that are intended to remain in operation. Sequence of construction operations shall be scheduled to minimize time of interrupted service. In some cases, temporary services to these buildings shall be required and shall be provided. Refer to the Criteria Documents for details.
- C. Water: The distribution network around the Community Center is a combined system for domestic and fire water. Complete existing and proposed water, fire water and irrigation system descriptions and design criteria are provided in the Criteria Documents.
- D. Storm Drain: Criteria to be followed when designing the on-site and off-site storm drainage systems and descriptions of the existing and proposed storm drain systems are provided in the Criteria Documents.
- E. Sanitary Sewer: Criteria to be followed when designing the on-site and off-site sanitary sewer systems and descriptions of the existing and proposed sanitary sewer systems are provided in the Criteria Documents.

- F. Natural Gas: The Community Center gas distribution system is serviced by the Pacific Gas and Electric Company. Criteria to be followed when designing the on-site and off-site gas systems and descriptions of the existing and proposed gas distribution system are provided in the Criteria Documents.
- G. Electrical: Criteria Documents indicate routing of new underground electrical lines and relocation of existing electrical lines throughout the site. Criteria for equipment, pipe materials, and other requirements can be found in the Contract Documents. The Design Builder shall prepare final plans and coordinate final design and equipment selection with the electrical vendors, PG&E and the City of Gonzales Representative.
- H. Telecommunications, Fire Alarm, etc. Systems: Criteria Documents indicate routing of new underground communications utilities and relocation of existing communications utilities throughout the site. Criteria for equipment, pipe materials, and other requirements can be found in the Criteria Documents.

### 1.3 GRADING AND EROSION CONTROL

- A. Earthwork for foundation excavation, over-excavation and compaction of the building pads for the new Community Center Building shall occur after existing surface improvements have been removed.
- B. The Design Builder shall produce and obtain approval of the site Storm Water Pollution Prevention Plan (SWPPP). Design Builder is responsible for obtaining the NPDES Notice of Intent and Notice of Termination from the State Water Resources Control Board and the City of Gonzales. Design Builder is responsible for implementing all Best Management Practices (BMPs) for preconstruction, construction and post-construction as recommended by the SWPPP document, which is an integral part of the final construction documents. Provide a copy of all such documents to the City of Gonzales Representative for approval.
- C. Erosion control materials shall be stored onsite by the Design Builder and made available for immediate use. BMPs, including the placement of erosion control materials on or near the limits of work, shall be implemented as shown on the final approved SWPPP. Prevention and control measures shall be adjusted as the site conditions change with the phasing of the various areas of construction. All prevention and control measures required by the City of Gonzales, and the State Water Quality Act and incorporated into the SWPPP and BMPs shall be in place at the end of every workday.
- D. Dirt and debris on the Project site and impacts to the neighboring communities is a major concern. Water shall be provided on-site to control dust during construction operations.
- E. Permanent erosion control measures shall be provided as required by the Criteria Documents.

1.4 SITE DEVELOPMENT

A. Hardscape

1. Paving:

- a. Primary pedestrian sidewalks are poured-in-place and colored and textured to match the design documents.
- b. Vehicular traffic and traffic parking areas are generally asphaltic concrete with concrete curbs or curbs and gutters.

B. Irrigation: The intent for the irrigation system design and layout shall be as shown in the preliminary Criteria Documents. The irrigation system shall be operated by a control system capable of monitoring water use on a daily basis.

C. Lighting: Criteria Documents indicate new site lighting. The Design-Builder shall prepare a lighting plan for the project. The photometric calculations shall meet minimums specified.

1. Lighting at the entrance to the Community Center Building is comfortable and safe and establishes the pedestrian ambience.
2. Provide new parking lots with parking lot lighting. Parking lot style fixtures are to be located along new service roads and similar fixtures on a pedestrian-scale pole are to be located along walkways as needed to provide uniform light and safe passage.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF SECTION**

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SECTION 01 91 00

GENERAL COMMISSIONING REQUIREMENTS

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**PART 1 - GENERAL**

1.1 INTRODUCTION

- A. Commissioning: Commissioning is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meet defined objectives and criteria. The Commissioning process begins at project inception (during the pre-design phase) and continues through the life of the facility. The commissioning process includes specific tasks to be conducted during each phase in order to verify that design, construction, and training meets the owner's project requirements.
- B. Commissioning Team: The members of the commissioning team consist of the owner contracted commissioning agent (CxA), the owner's representative/construction manager (CM), the general contractor (GC), the architect and design engineers, the mechanical contractor (MC), the electrical contractor (EC), the testing and balancing (TAB) contractor, the control contractor (CC), the facility operating staff, and any other installing subcontractors or suppliers of equipment. The contracted commissioning agent is hired by the owner directly. The CxA directs and coordinates the project commissioning activities and the reports to the owner. All team members work together to fulfill their contracted responsibilities and meet the objectives of the contract documents.
- C. Services related to commissioning and testing specified under Title 24 are to be provided by the contractor, verified by the owners CxA.  
Commissioning shall:
  - 1. Verify that applicable equipment and systems are installed according to the contract documents, manufacturer's recommendations, and industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
  - 2. Verify and document proper performance of equipment and systems.
  - 3. Verify that O&M documentation left on site is complete.
  - 4. Verify that the owner's operating personnel are adequately trained.
- D. The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to this section.



- B. Owner's Project Requirements and Basis of Design documents are included by reference for information only.
- C. ASHRAE Guideline 0-2013 or superseding ASHRAE guideline
- D. Title 24/2019 Section 120.8 or superseding CA Title 24 requirement

### 1.3 SUMMARY

- A. This section includes general requirements that apply to the implementation of the commissioning process without regard to specific systems, assemblies, and components.
- B. Related sections include the following:
  - 1. Division 22 "Plumbing Commissioning Requirements" for commissioning process activities for building systems, assemblies, equipment, and components.
  - 2. Division 23 "HVAC Commissioning Requirements" for commissioning process activities for building systems, assemblies, equipment, and components.
  - 3. Division 26 "Electrical Commissioning Requirements" for commissioning process activities for building systems, assemblies, equipment, and components.
  - 4. Division 27 "Communication Commission Requirements" for commissioning process activities.
  - 5. Division 28 "Electronic Safety and Security Commissioning Requirements" for commissioning process activities for building systems, assemblies, equipment, and components.

### 1.4 DEFINITIONS

- A. Acceptance - A formal action, taken by a person with appropriate provider (which may or may not be contractually defined) to declare that some aspect of the project meets defined requirements, thus permitting subsequent activities to proceed.
- B. Approval - Acceptance that a piece of equipment or system has been properly installed and is functioning in the tested modes according to the contract documents.
- C. Basis of Design - A document that records the concepts, calculations, decisions, and product selections used to meet the owner's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- D. Checklists - Verification checklists that are developed and used during all phases of the commissioning process to verify that the owner's project requirements are being achieved. This includes checklists for general verification, plus testing, training, and other specific requirements.
- E. Commissioning Authority (CxA) - The entity identified by the owner who leads, plans, schedules, and coordinates the commissioning team to implement the commissioning process.

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- F. Commissioning Plan - An overall plan developed by the commissioning agent that provides the structure, schedule and coordination planning for the commissioning process.
- G. Commissioning Process - A quality-focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the owner's project requirements.
- H. Commissioning Process Activities - Components of the commissioning process.
- I. Commissioning Process Progress Report - A written document that details activities completed as part of the commissioning process and significant findings from those activities that is continuously updated during the course of a project. Usually, it is incorporated into the commissioning plan as an ongoing appendix.
- J. Commissioning Team - The individuals who through coordinated actions are responsible for implementing the commissioning process.
- K. Construction Checklist - A form used by the contractor to verify that appropriate components are on-site, ready for installation, correctly installed, and functional.
- L. Construction Documents - This includes a wide range of documents, which will vary from project to project, with the owner's needs and with regulations, laws, and countries. Construction documents usually include the project manual (specifications), plans (drawings) and general terms and conditions of the contract.
- M. Continuous Commissioning Process - A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving owner's project requirements. Continuous commissioning process activities are on-going for the life of the facility. Also see On-Going Commissioning Process.
- N. Contract Documents - This includes a wide range of documents, which will vary from project to project, with the owner's needs and with regulations, laws, and countries. Contract documents frequently include price agreements, construction management process, sub-contractor agreements or requirements, requirements and procedures for submittals, changes, and other construction requirements, timeline for completion, and the construction documents.
- O. Coordination Drawings - Drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for maintenance and replacement. These drawings graphically illustrate and dimension manufacturers' recommended maintenance clearances.
- P. Control system - A component of environmental, HVAC, security, and fire systems for reporting/monitoring and issuing of commands to/from field devices.
- Q. Data logging -The monitoring and recording of flows, currents, status, pressures, etc., of equipment using stand-alone data recorders separate from the control system or the trending capabilities of control systems.
- R. Deferred Performance Tests (DPTs) - Performance tests that are performed, at the discretion of the CxA, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design, or other site conditions that disallow the test from being performed.
- S. Deficiency - A condition in the installation or function of a component, piece of equipment, or system that is not in compliance with the contract documents.
- T. Factory Testing - Testing of equipment on-site or at the factory, by factory personnel, with or without an owner's representative present.

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- U. Issues Log - A formal and ongoing record of problems or concerns – and their resolution – that have been raised by members of the commissioning team during the course of the commissioning process.
- V. Nominal Group Technique - A formal, structured brainstorming process used to obtain the maximum possible ranked input from a variety of viewpoints in a short period of time. The typical approach is a workshop session where a question is presented, the attendees each record their responses on a piece of paper, the individual responses are recorded on a flip chart without discussion in a round robin fashion, all of the responses are discussed, and the participants rank their top five responses.
- W. Non-Compliance - See Deficiency.
- X. Non-Conformance - See Deficiency.
- Y. On-Going Commissioning Process - A continuation of the commissioning process well into the occupancy and operations phase to verify that a project continues to meet current and evolving owner’s project requirements. On-going commissioning process activities occur throughout the life of the facility. Some of these will be close to continuous in implementation, and others will be either scheduled or unscheduled (as needed).
- Z. Owner’s Project Requirements - A written document that details the functional requirements of a project and the expectations of how it will be used and operated. This includes project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information. (The term “Project Intent” is used by some owners for their commissioning process owner’s project requirements or design.)
- AA. Over-ridden Value -Riding over a sensor value in the equipment’s controls to observe the response of the equipment’s operation.
- BB. Phased Commissioning - Commissioning that is completed in phases as required by the phasing plan as approved for the project and other scheduling issues.
- CC. Quality Based Sampling - A process for evaluating a sub-set (sample) of the total population. The sample is based upon a known or estimated probability distribution of expected values; an assumed statistical distribution based upon data from a similar product, assembly, or system; or a random sampling that has scientific statistical basis.
- DD. Re-Commissioning - An application of the commissioning process requirements to a project that has been delivered using the commissioning process. This may be a scheduled re- commissioning developed as part of an ongoing commissioning process, or it may be triggered by use change, operations problems, or other needs.
- EE. Retro-Commissioning -The commissioning process applied to an existing facility that was not previously commissioned. This guideline does not specifically address retro-commissioning. However, the same basic process needs to be followed from pre-design through occupancy and operations to optimize the benefits of implementing the commissioning process philosophy and practice.
- FF. Seasonal Performance Tests - Performance tests that are deferred until the system(s) will experience conditions closer to their design conditions based on weather conditions.
- GG. Simulated Condition - Condition that is created for the purpose of testing the response of a system (e.g., raising/lowering the setpoint of a thermostat to see the response in a VAV box).

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- HH. Simulated Signal - Disconnecting a sensor and using a signal generator to simulate a sensor value for the purpose of testing a full range of conditions.
- II. Startup - The initial starting or activating of dynamic equipment, including completing construction checklists.
- JJ. Systems Manual - A system-focused composite document that includes the operation manual, maintenance manual, and additional information of use to the owner during the occupancy and operations phase.
- KK. Test Procedure - A written protocol that defines methods, personnel, and expectations for tests conducted on components, equipment, assemblies, systems, and interfaces among systems. The test procedures are specified in the Technical Specifications sections of the contract documents. Performance testing covers the dynamic functions and operations of equipment and systems using manual or monitoring methods. Performance testing is the dynamic testing of systems under full operation. Systems are tested under various modes, such as during low cooling loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are run through all the control system's sequences of operation and components are verified to respond as the sequences state.
- LL. Training Plan - A written document that details the expectations, schedule, budget, and deliverables of commissioning process activities related to training of project operating and maintenance personnel, users, and occupants.
- MM. Verification - The process by which specific documents, components, equipment, assemblies, systems, and interfaces among systems are confirmed to comply with the criteria described in the Owner's Project Requirements.
- NN. Trending – The monitoring, by a building management system or other electronic data gathering equipment and analyzing of the data gathered over a period of time.
- OO. Vendor - Supplier of equipment.
- PP. Warranty Period - Refer to General Conditions.

**1.5 COORDINATION**

- A. Project Commissioning Team - The members of the project commissioning team will consist of the commissioning authority and any support personnel, the construction manager, the owner's facility staff (FS) or designee, the general contractor, subcontractors and/or vendors as required, and the architect/engineer (A/E).
- B. Management - The CxA coordinates the commissioning activities through the construction manager. All members shall work together to fulfill their contracted responsibilities and meet the objectives of the contract documents. Refer to Paragraph 1.06 for additional management details.
- C. Scheduling - The CxA, through the owner or CM, will provide sufficient notice to the contractor for scheduling commissioning activities with respect to the owner's participation. The contractor will integrate all commissioning activities into the overall project schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.

**1.6 COMMISSIONING PLAN**

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- A. The CxA will develop the commissioning plan which shall be included in the project schedule when approved by the owner or CM. The following narrative provides a brief overview of the typical commissioning tasks during construction and the general order in which they occur.
1. Commissioning during construction begins with an initial commissioning meeting conducted by the CxA where the commissioning process is reviewed with the project commissioning team members.
  2. Additional meetings will be required throughout construction, scheduled by the CxA, through the owner or CM, with necessary parties attending to plan, scope, coordinate, schedule future activities and resolve problems.
  3. Equipment documentation is submitted to the CxA, through the owner or CM, during normal submittals, including detailed startup procedures.
  4. The construction checklists and pre functional checklists are to be completed by the contractor (or its subcontractors), before and during the startup process.
  5. Construction checklists, TAB and startup must be completed before performance testing.
  6. Items of non-compliance in material, installation, or setup shall be corrected at no expense to the owner.
  7. The contractor ensures that the subcontractors' construction checklists are executed and documented and that startup, pre functional checks and initial checkout are performed. The CxA verifies that the TAB, construction checklists and startup were completed according to the approved plans. This includes the CxA approving TAB, checklists and startup plans and pre functional tests. This also includes witnessing startup of selected equipment. Any testing failure is to be corrected at no additional cost to the owner, and a re-test is to be performed, observed, and documented.
  8. The CxA develops functional performance test procedures. The forms and procedures are approved by the owner, EOR and the executing contractor.
  9. The performance tests are executed by the contractor under the direction of the CxA with the assistance of the facility staff. All documentation is by the CxA.
  10. The CxA reviews the O&M documentation for completeness and provides the commissioning record for the O&M manuals.
  11. Commissioning should be completed before substantial completion
  12. The CxA reviews, pre-approves, and reviews the training provided by the contractor. The contractor is responsible to coordinate the logistics and timing of the training with the owner, considering the ongoing operation of the facilities, if required.
  13. Deferred testing is conducted as specified or required.

**1.7 COMMISSIONING TEAM**

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- A. Members appointed by contractor(s): Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of each contractor, including project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
- B. Members appointed by owner:
  - 1. CxA - An entity identified by the owner who leads, plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
  - 2. Representatives of the facility user and operation and maintenance personnel.
  - 3. Architect and engineering design professionals.

**1.8 RELATED REQUIREMENTS**

- A. General Conditions - Submittal Procedures
- B. General Conditions - Progress Schedules and Reports
- C. General Conditions - Contract Closeout
- D. General Conditions - Project Record Documents
- E. General Conditions - Guaranty

**1.9 RESPONSIBILITIES**

- A. The general responsibilities of various parties in the commissioning process are provided in this sub-section. The specific responsibilities are in the Technical Specifications.
- B. All Parties
  - 1. Follow the commissioning plan.
  - 2. Attend initial commissioning meeting and additional meetings as necessary.
- C. Architect (of A/E)

Design Phase

- 1. Perform a design phase review of the design by an independent engineer not involved in the design process independent from the size of the project. For project larger than 50,000sf provide the results to an independent third party reviewer and/or the CxA.
- 2. Respond and manage all issue raise by the owner and their representatives, including but not limited to CM, A&E, and the CxA.

Construction Phase

- 3. Attend the commissioning scoping meeting and selected commissioning team meetings.
- 4. Perform normal submittal review, construction observation, as-built drawing preparation, O&M manual preparation, etc., as contracted.

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5. Provide any design narrative documentation requested by the CxA.
  6. Coordinate resolution of system deficiencies identified during commissioning, according to the contract documents.
  7. Prepare and submit final as-built design intent documentation for inclusion in the O&M manuals. Review and approve the O&M manuals.
- D. Mechanical and Electrical Designers/Engineers (of the A/E or DB entity)
- Construction Phase
1. Perform normal submittal review, construction observation, as-built drawing preparation, etc., as contracted. One site observation should be completed just prior to system startup.
  2. Provide any design narrative and sequences documentation requested by the CxA. The designers shall assist (along with the contractors) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
  3. Attend commissioning scoping meetings and other selected commissioning team meetings.
  4. Participate in the resolution of system deficiencies identified during commissioning, according to the contract documents.
  5. Prepare and submit the final as-built design intent and operating parameters documentation for inclusion in the O&M manuals. Review and approve the O&M manuals.
  6. From the contractor's red-line drawings, edit and update one-line diagrams developed as part of the design narrative documentation and those provided by the vendor as shop drawings for the chilled and hot water, condenser water, domestic water, steam and condensate systems; supply, return and exhaust air systems and emergency power system.
  7. Provide a presentation at one of the training sessions for the owner's personnel.
  8. Review and approve the construction checklists for major pieces of equipment for sufficiency prior to their use.
  9. Review and approve the performance test procedure forms for major pieces of equipment for sufficiency prior to their use.
  10. Witness testing of selected pieces of equipment and systems
- Occupancy and Operations Phase
11. Participate in the resolution of non-compliance, non-conformance and design deficiencies identified during commissioning during warranty-period commissioning.
  12. Attend lessons learned session
- E. Commissioning Authority (CxA)

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The contractors will provide all tools or the use of tools to start, check-out and test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the CxA.

The CxA will verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, CxA will report the failure in the "Issues Log."

Design Phase

1. Review the design provided by the A/E team for compliance with OPR. Provide at least one check and one back check during design development and for the 90% construction documents.
2. Assist in the creation of the owner developed OPR as needed

Construction Phase

1. Coordinates and directs the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
2. Coordinate the commissioning work and, with the GC and owner/CM, provide assistance in integrating commissioning activities into the master schedule.
3. Revise the Construction Phase Commissioning Plan as necessary.
4. Plan and conduct a commissioning scoping meeting and other commissioning meetings.
5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor startup and checkout procedures.
6. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
7. Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews whenever possible.
8. Review and approve the startup and initial systems checkout plan with subcontractors. The plan shall be developed by the contractor and presented at least 4 weeks prior to startup
9. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.



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10. Witness parts of the HVAC piping test and flushing procedure, sufficient to be confident that proper procedures were followed. Document this testing and include the documentation in O&M manuals. Notify owner/CM of any deficiencies in results or procedures.
11. Witness part of ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed. Document this testing and include the documentation in O&M manuals. Notify owner's project manager of any deficiencies in results or procedures.
12. Approve construction checklist and pre functional testing completion by selected site observation and spot checking.
13. Recommend approval of systems startup by reviewing startup reports and by selected site observation.
14. Review TAB execution plan.
15. Oversee sufficient testing of the control system and approve it to be used for TAB, before TAB is executed.
16. Recommend approval of air and water systems balancing by spot testing, by reviewing completed reports and by selected site observation.
17. With necessary assistance and review from installing contractors, write the performance test procedures for equipment and systems, including energy management control system trending, stand-alone data logger monitoring or manual performance testing.
18. Analyze any performance trend logs and monitoring data to verify performance where needed.
19. Coordinate, witness, and recommend approval of manual performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved
20. Maintain a master Issues Log and a separate testing record. Provide the owner/ CM with written progress reports and test results with recommended actions.
21. Review equipment warranties to ensure that the owner's responsibilities are clearly defined.
22. Oversee and approve the training of the owner's operating personnel.
23. Review and approve the preparation of the O&M manuals.
24. Provide a final commissioning report (as described in this section).
25. Coordinate the development of a systems manual

Occupancy and Operations Phase

1. Coordinate and supervise required seasonal or deferred testing and deficiency corrections.
2. Return to the site at 10 months into the 12 month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have

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operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports, documents and requests for services to remedy outstanding problems.

3. Assist in the development of a preventative maintenance plan, a detailed operating plan or an energy and resource management plan or as-built documentation.
4. Attend lessons learned session

F. Owner or Owner's Representative (CM)

Construction and Acceptance Phase

1. Facilitate the coordination of the commissioning work by the CxA, and, with the GC and CxA, ensure that commissioning activities are being scheduled into the master schedule.
2. Review and approve the final Commissioning Plan—Construction Phase.
3. Attend a commissioning scoping meeting and other commissioning team meetings.
4. Perform the normal review of contractor submittals.
5. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the CxA.
6. Review and approve the performance test procedures submitted by the CxA, prior to testing.
7. When necessary, observe and witness startup and performance testing of selected equipment.
8. Review commissioning progress and deficiency reports.
9. Coordinate the resolution of non-compliance and design deficiencies identified in all phases of commissioning.
10. Sign-off (final approval) on individual commissioning tests as completed and passing. Recommend completion of the commissioning process to the Project Manager.
11. Assist the GC and CxA in coordinating the training of owner personnel.
12. Provide the OPR documentation to the CxA and the A/E team for information and use.
13. Provide the BoD documents, prepared by Architect and approved by owner, to the CxA and all contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.
14. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.

Occupancy and Operations Phase

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1. Assist the CxA as necessary in the seasonal or deferred testing and deficiency corrections required by the specifications.
2. Attend lessons learned session

G. Owner's Project Manager (PM)

Construction Phase

1. Manage the contract of the A/E and of the GC.
2. Arrange for facility operating and maintenance personnel to attend various field commissioning activities and field training sessions.
3. Provide final approval for the completion of the commissioning work.

Occupancy and Operations Phase

1. Ensure that any seasonal or deferred testing and any deficiency issues are addressed. 2. Attend lessons learned session

H. Contractor.

Each Contractor and their subcontractors and vendors shall assign representatives with expertise and authority to act on their behalf and schedule them to participate in and perform commissioning process activities including, but not limited to, the following:

Construction Phase

1. Facilitate the coordination of the commissioning and incorporate commissioning activities (the Commissioning Plan) into the Overall Project Schedule (OPS).
2. Provide detailed startup and pre functional test procedures to the CxA for review and approval.
3. Include the cost of commissioning in the total contract price.
4. Ensure that all subcontractors and vendors execute their commissioning responsibilities according to the contract documents and the OPR.
5. Provide copies of all submittals as required including all changes thereto.
6. Attend and participate in commissioning team meetings held as requested by the CxA.
7. No later than 30 days prior to startup of the first piece of major equipment, meet with the CxA, CM, A/E, PM and owner to finalize the detailed commissioning procedures/ schedule.
8. Assist in the coordination for the training of owner personnel.
9. Execute previously submitted and approved construction checklists and pre functional tests.
10. Provide and log construction checklists and pre functional tests records as work is completed and provide the records to the CxA and CM weekly.
11. Execute CxA provided commissioning functional test procedures with CxA present during testing.

12. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
13. Cooperate with the CxA for resolution of issues recorded in the “Issues Log” or “Deficiency Log”.
14. Prepare O&M manuals, according to the contract documents, including clarifying and updating the original sequences of operation to as-built/as-tested conditions.

Occupancy and Operations Phase

1. Ensure that subcontractors provide assistance for seasonal or deferred performance testing, performed by the CxA, according to the specifications.
2. Ensure that subcontractors correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.
3. Perform all guarantee work for materials furnished under the contract for the time specified in the contract, including all warranties and curing all latent defects within the time period provided in the contract.

I. Vendors/Subcontractors

1. Provide all requested submittal data, including detailed startup procedures and specific responsibilities of the owner to keep warranties in force.
2. Assist in equipment testing per agreements with subcontractors and/or contractor.
3. Include cost of all special tools and instruments (only available from vendor, specific to a piece of equipment) required for testing, operating, and maintaining equipment according to these contract documents in the base bid price to the contractor.
4. Analyze specified products and verify that the A/E has specified the newest, most current equipment reasonable for this project’s scope and budget.
5. Provide requested information regarding equipment sequence of operation and testing procedures.
6. Review construction checklists and test procedures for equipment installed by factory representatives.

1.10 EQUIPMENT/SYSTEMS TO BE COMMISSIONED

- A. Consult the individual specifications regarding systems to be commissioned the intent is to cover at least all systems consuming or producing resources such as power, gas or water and meet or exceed T24/2013 or other applicable standards such as LEED by USGBC.
  1. Division 22 "Plumbing Commissioning Requirements" for commissioning process activities for building systems, assemblies, equipment, and components.

2. Division 23 "HVAC Commissioning Requirements" for commissioning process activities for building systems, assemblies, equipment, and components.
3. Division 26 "Electrical Commissioning Requirements" for commissioning process activities for building systems, assemblies, equipment, and components.
4. Division 27 "Communication Commission Requirements" for commissioning process activities.
5. Division 28 "Electronic Safety and Security Commissioning Requirements" for commissioning process activities for building systems, assemblies, equipment, and components.

## **PART 2 - PRODUCTS**

### **2.1 TEST EQUIPMENT**

- A. All testing equipment required to perform startup and initial checkout, pre-functional and functional testing shall be provided by the contractor for the equipment being tested. This includes, but is not limited to, two-way radios, meters, and data recorders. Additional data recorders may be provided by the CxA at the option of the CxA,
- B. Special equipment, tools, and instruments required for testing equipment according to these contract documents shall be included in the contractor's base bid price and shall be turned over to the owner at project close-out.
- C. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance within the tolerances specified in the specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration to NIST traceable standards within the past year to an accuracy of 0.5 degree F and a resolution of + or - 0.1 degree F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year. All equipment shall be calibrated according to the manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates readily available.

## **PART 3 - EXECUTION**

### **3.1 MEETINGS**

- A. Initial Meeting. Within 10 days of the Notice to Proceed (NTP), the CxA, through the owner/CM, will schedule, plan and conduct an initial commissioning meeting. The contractor and its responsible parties are required to attend.
- B. Miscellaneous Meetings. Other meetings will be planned and conducted by the CxA as construction progresses. These meetings will cover coordination,

deficiency resolution, and planning issues. These meetings will be held at least monthly, until the final 3 months of construction, when they may be held as frequently as one per week.

**3.2 STARTUP, CONSTRUCTION CHECKLISTS, PRE FUNCTIONAL TESTING AND INITIAL CHECKOUT**

- A. The following procedures apply to all equipment/systems to be commissioned, according to Paragraph 1.10 Equipment/Systems to be commissioned.
- B. General. Construction checklists are important to verify that the equipment and systems are fully connected and operational. It ensures that performance testing (in-depth system checkout) may proceed without unnecessary delays. The construction checklists for a given system must be successfully completed and approved prior to startup and formal performance testing of equipment or subsystems of the given system.
- C. Startup and Checkout Plan. The CxA will assist the project commissioning team members responsible for startup of any equipment. The primary role of the CxA in this process is to ensure that there is written documentation that each of the manufacturer-recommended procedures has been completed. The contractor shall provide construction checklists and pre functional checklists and startup shall be identified in the commissioning scoping meeting and on the checklist forms.
  - 1. These equipment checklists indicate required procedures to be executed as part of startup and initial checkout of the systems and the party responsible for their execution.
  - 2. The contractor shall determine which trade is responsible for executing and documenting each of the line item tasks and transmit the checklists to the responsible subcontractors. Each form may have more than one trade responsible for its execution.
  - 3. The contractor/subcontractor with assistance from the CxA responsible for the purchase of the equipment shall develop the full startup plan by combining the manufacturer's detailed startup and checkout procedures and the construction checklists.
  - 4. The contractor/subcontractor shall submit the full startup plan to the CxA for review and approval.
  - 5. The CxA will review and approve the procedures and the documentation format for reporting. The CxA will return the procedures and the documentation format to the contractor, through the CM.
  - 6. The contractor will transmit the full startup plan to the subcontractors for their review and use.
- D. Sensor and Actuator Calibration. All field-installed temperature, relative humidity, CO, CO<sub>2</sub>, refrigerant, O<sub>2</sub>, and/or pressure sensors and gages, and all actuators (dampers and valves) on all equipment shall be calibrated. Verify that all locations are appropriate and away from causes of erratic operation. Submit to the CxA through the CM the calibration methods and results. All test instruments shall have had a certified calibration within the last 6 months to NIST traceable standards, and comply with all local, state and/or federal

requirements/certifications, as required. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated. Provide bench testing as required at the direction of the CxA.

**E. Sensor Calibration Methods**

1. All Sensors-- Verify that all sensor locations are appropriate and away from causes of erratic operation. Verify that sensors with shielded cable, are grounded only at one end. For sensor pairs that are used to determine a temperature or pressure difference, make sure they are reading within 0.2°F of each other for temperature and within a tolerance equal to 2% of the reading, of each other, for pressure. Tolerances for critical applications may be tighter.
2. Sensors Without Transmitters-- Standard Application. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading (via the permanent thermostat, gage or building automation system (BAS)) is within the tolerances in the table below of the instrument-measured value. If not, install offset in BAS, calibrate or replace sensor.
3. Sensors With Transmitters-- Standard Application. Disconnect sensor. Connect a signal generator in place of sensor. Connect ammeter in series between transmitter and BAS control panel. Using manufacturer's resistance-temperature data, simulate minimum desired temperature. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the BAS. Record all values and recalibrate controller as necessary to conform with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction. Reconnect sensor. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading (via the permanent thermostat, gage or building automation system (BAS)) is within the tolerances in the table below of the instrument-measured value. If not, replace sensor and repeat. For pressure sensors, perform a similar process with a suitable signal generator.
4. Applications-- For critical applications (process, manufacturing, etc.) more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.

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F. Tolerances, Standard Applications

| Sensor  | Required Tolerance (+/-) | Sensor                                 | Required Tolerance (+/-)     |
|---|--------------------------|--|------------------------------|
| Cooling coil, chilled and condenser water temps | 0.4F                     | Flow rates, water<br>Relative humidity | 2% of design<br>4% of design |
| AHU wet bulb or dew point                       | 2.0F                     | Combustion flue temps                  | 5.0F                         |
| Hot water coil and boiler water temp            | 1.5F                     | Oxygen or CO2 monitor                  | 0.1 % pts                    |
| Outside air, space air, duct air temps          | 0.4F                     | CO monitor                             | 0.01 % pts                   |
| Watt-hour, voltage & amperage                   | 1% of design             | Natural gas and oil flow rate          | 1% of design                 |
| Pressures, air, water and gas                   | 3% of design             | Steam flow rate                        | 3% of design                 |
| Flow rates, air                                 | 10% of design            | Barometric pressure                    | 0.1 in. of Hg                |

1. Valve and Damper Stroke Setup and Check FMS Readout-- For all valve and damper actuator positions checked, verify the actual position against the BAS readout. Set pumps or fans to normal operating mode. Command valve or damper closed, visually verify that valve or damper is closed and adjust output zero signal as required. Command valve or damper open, verify position is full open and adjust output signal as required. Command valve or damper to a few intermediate positions. If actual valve or damper position doesn't reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
2. Closure for heating coil valves (NO) -- Set heating setpoint 20°F above room temperature. Observe valve open. Remove control air or power from the valve and verify that the valve stem and actuator position do not change. Restore to normal. Set heating setpoint to 20°F below room temperature. Observe the valve close. For pneumatics, by override in the EMS, increase pressure to valve by 3 psi (do not exceed actuator pressure rating) and verify valve stem and actuator position does not change. Restore to normal.
3. Closure for cooling coil valves (NC)-- Set cooling setpoint 20°F above room temperature. Observe the valve close. Remove control air or power from the valve and verify that the valve stem and actuator position do not change. Restore to normal. Set cooling setpoint to 20°F below room temperature. Observe valve open. For pneumatics, by override in the EMS, increase pressure to valve by 3 psi (do not exceed actuator pressure rating) and verify valve stem and actuator position does not change. Restore to normal.

G. Execution of Construction Checklists and Startup



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1. Four weeks prior to the scheduled startup, the contractor shall coordinate startup and checkout with the CM, A/E, and CxA. The execution and approval of the construction checklists, startup, and pre functional tests shall be directed and performed by the contractor, subcontractor or vendor. Signatures are required of the applicable subcontractors for verification of completion of their work.
  2. The owner/CM, and A/E as necessary, shall observe, at minimum, the procedures for each piece of primary equipment, unless there are multiple units, in which case a sampling strategy may be used. The CxA will observe all testing.
  3. For lower-level components of equipment, (e.g., sensors, controllers), the CxA shall observe a sampling of the startup procedures.
  4. The subcontractors and vendors shall execute startup and provide the CxA and A/E, through the owner/CM, with a signed and dated copy of the completed startup and construction checklists.
  5. Only individuals of the contractor (technicians, engineers, tradesmen, vendors, etc.) who have direct knowledge and witnessed that a line item task on the construction checklist was actually performed shall check off that item. It is not acceptable for witnessing supervisors to fill out these forms.
- H. Deficiencies, Non-Conformance, and Approval in Checklists and Startup (Master Issues Log)
1. The contractor shall ensure that the subcontractors clearly list any outstanding items of the initial startup and construction checklist procedures that were not completed successfully, on an attached sheet. The form and any outstanding deficiencies shall be provided, through the owner/CM, to the CxA within two days of test completion.
  2. The CxA will review the report and issue either a non-compliance report or an approval form, through the CM, to the contractor. The installing subcontractors or vendors shall correct all areas that are deficient or incomplete in the checklists and tests in a timely manner, shall notify the owner/CM as soon as outstanding items have been corrected, and resubmit an updated startup report with a Statement of Correction on the original non-compliance report. When satisfactorily completed, the CxA will recommend approval of the execution of the checklists and startup of each system.
  3. Items left incomplete, which later cause deficiencies or delays during performance may result in backcharges to the contractor. Refer to Paragraph 3.05, herein, for details.

### 3.3 SUBMITTALS

- A. The CxA will provide appropriate contractors with a specific request for the type of submittal documentation the CxA requires facilitating the commissioning work. These requests will be integrated into the normal submittal process and protocol of the construction team. At minimum, the request will include the manufacturer and model number, the manufacturer's printed installation and detailed startup

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procedures, full sequences of operation, O&M data, performance data, any performance test procedures, control drawings and details of owner contracted tests. In addition, the installation and checkout materials that are actually shipped inside the equipment and the actual field checkout sheet forms to be used by the factory or field technicians shall be submitted to the commissioning authority. All documentation requested by the CxA will be included by the subcontractors in their O&M manual contributions.

- B. The CxA will review and approve submittals related to the commissioned equipment for conformance to the contract documents as it relates to the commissioning process, to the performance of the equipment and adequacy for developing test procedures. This review is intended primarily to aid in the development of performance procedures and only secondarily to verify compliance with equipment specifications. The commissioning authority will notify the owner/CM, PM or A/E as requested, of items missing or areas that are not in conformance with contract documents and which require resubmission.
- C. The CxA may request additional design narrative from the A/E and controls contractor, depending on the completeness of the OPR documentation and sequences provided with the specifications.
- D. These submittals to the CxA do not constitute compliance for O&M manual documentation. The O&M manuals are the responsibility of the contractor, though the CxA will review and approve them.

### 3.4 PHASED COMMISSIONING

The project requires TAB, startup and performance testing to be executed in phases. Phasing shall be coordinated with the owner/CM, CxA, and A/E and be reflected in the overall project schedule and commissioning schedule by the contractor. Final performance testing of all systems will be as required by the phasing plan. The performance testing of the “systems as a whole” will be performed before final turnover of the entire project.

### 3.5 PERFORMANCE TESTING

- A. **Requirements.** The performance testing shall demonstrate that each system is operating according to the documented design intent and contract documents. Performance testing facilitates bringing the systems from a state of individual substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.
- B. **Coordination and Scheduling.** The contractor shall provide sufficient notice, regarding their completion schedule for the construction checklists and startup of all equipment and systems to allow the performance testing to be scheduled. The commissioning team shall oversee, witness, and document the performance all equipment and systems. The CxA in association with the contractor/subcontractors and facility staff shall execute the tests. Performance testing shall be conducted after the construction checklists, and startup has been satisfactorily completed. The control system shall be sufficiently tested and approved by the CxA before it is used, to verify performance of other components or systems. The air balancing and water balancing shall be completed before performance testing of air or water-related equipment or systems. Testing proceeds from components to sub-systems to systems. When

the proper performance of all interacting individual systems has been achieved, the interface or coordinated responses between systems shall be checked.

- C. Development of Test Procedures. Before test procedures are finalized, the contractor shall provide to the A/E and the CxA all requested documentation and a current list of changes affecting equipment or systems, including an updated points list, program code, control sequences, and testing parameters. Using the testing parameters and requirements in the technical specifications, the CxA shall update/develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system. Each contractor/subcontractor or vendor, as appropriate, shall provide assistance to the CxA in developing the final procedures. Prior to finalization, the A/E shall review and concur with the test procedure.
- D. Test Methods.
1. Performance testing and verification may be achieved by manual testing or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone data loggers. The CxA may substitute specified methods or require an additional method to be executed other than what was specified, with the approval of the A/E and owner/CM. The CxA will determine which method is most appropriate for tests that do not have a specified method.
  2. Simulated Conditions. Simulating conditions shall be allowed, though timing the testing to experience actual conditions is encouraged wherever practical.
  3. Overridden Values. Overriding sensor values to simulate a condition, such as overriding the outside air temperature reading in a control system to be something other than it really is, is acceptable.
  4. Simulated Signals. Using a signal generator which creates a simulated signal to test and calibrate transducers and DDC constants is generally recommended over using the sensor to act as the signal generator via simulated conditions or overridden values.
  5. Altering Setpoints. Rather than overriding sensor values, and when simulating conditions is difficult, altering setpoints to test a sequence is acceptable.
  6. Indirect Indicators. Relying on indirect indicators for responses or performance shall be allowed only after visually and directly verifying and documenting, over the range of the test parameters, that the indirect readings through the control system represent actual conditions and responses.
  7. Setup. Each performance test shall be performed under conditions that simulate actual conditions as closely as is practically possible. The contractor/subcontractor(s) assisting the CxA in executing the test shall provide all necessary materials, system modifications, etc., to produce the necessary flows, pressures, temperatures, etc., necessary to execute the test according to the specified conditions. At completion of the test, the contractor/subcontractor(s) shall return all affected equipment and systems to their approved operating settings.

- E. Test Equipment. Refer to Part 2 for test equipment requirements.
- F. Problem Solving. The burden of responsibility to solve, correct, and retest malfunctions/failures is with the contractor, with A/E OR CxA approval as required.

**3.6 DOCUMENTATION, NON-COMFORMANCE, AND APPROVAL OF TESTS**

- A. Documentation. The CxA shall witness and verify/pre-approve the documentation of the results of all performance tests. The CxA shall complete all documentation for performance testing. B. Non-Conformance.
  - 1. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CxA. In such cases the deficiency and resolution will be documented on the procedure
  - 2. As tests progress and a deficiency is identified, the CxA shall discuss the issue with the commissioning team, and the contractor.
    - a. When there is no dispute on the deficiency and the contractor accepts responsibility to correct it:
      - 1) The CxA will document the deficiency and the contractor's response and intentions. After the day's work, the CxA will submit the noncompliance reports to the CM. The contractor corrects the deficiency, signs the statement of correction at the bottom of the non-compliance form certifying that the equipment is ready to be retested and sends it back to the CxA.
      - 2) The contractor shall reschedule the test; and the test repeated.
    - b. If there is a dispute about a deficiency, regarding whether or not it is a deficiency:
      - 1) The dispute shall be documented on the non-compliance form with the contractor's response.
      - 2) Resolutions are made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive authority is with the A/E. Final acceptance authority is with the construction manager.
      - 3) The CxA documents the resolution process.
      - 4) Once the interpretation and resolution have been decided, the contractor corrects the deficiency, signs the statement of correction on the noncompliance form and provides it to the CxA, through the CM. The contractor shall reschedule the test and the test repeated until satisfactory performance is achieved.
  - 3. Cost of retesting a performance test is the contractor's.
  - 4. The contractor shall submit in writing to the CM at least as often as commissioning meetings are being scheduled, the status of each outstanding discrepancy identified during commissioning.

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Discussion shall cover explanations of any disagreement and proposals for their resolutions.

- a. The CxA retains the original non-conformance forms until the end of the project.
  - b. Retesting shall not be considered a justified reason for a claim of delay or for a time extension by the contractor.
- B. **Failure Due to Manufacturer Defect.** If 10% (or three, whichever is greater) of identical pieces of equipment fail to perform to the contract documents (mechanically or substantively) due to a manufacturing defect, not allowing it to meet its submitted performance specification, all identical units may be considered unacceptable by the A/E or CxA. In such case, the contractor shall provide the owner with the following:
1. Within one week of notification from the owner/CM, the contractor or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to the CM within two weeks of the original notice.
  2. Within two weeks of the original notification, the contractor or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc., and all proposed solutions. The proposed solutions shall not significantly exceed the specification requirements of the original installation.
  3. The A/E will determine whether a replacement of all identical units or a repair is acceptable.
  4. Two examples, where applicable, of the proposed solution shall be installed by the contractor and the A/E shall be allowed to test the installations for up to one week, upon which the A/E will decide whether to accept the solution.
  5. Upon acceptance, the contractor and/or manufacturer shall replace or repair all identical items, at their expense. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.
- C. **Approval.** The CxA notes each satisfactorily demonstrated function on the test form. Final approval of the performance test by the owner is made after review by the CxA and CM, following recommendations by the A/E.

### 3.7 DEFERRED TESTING

- A. **Unforeseen Deferred Tests.** If any check or test cannot be completed due to the project completion level, required occupancy condition or other deficiency, execution of checklists and performance testing may be delayed upon approval of the CxA and CM. These tests will be conducted in the same manner as the seasonal tests as soon as possible. Services of necessary parties will be negotiated.
- B. **Seasonal Testing.** During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The CxA shall coordinate this activity through the owner/CM. Tests will be executed, documented by the CxA and deficiencies

should be corrected by the appropriate contractor/ subcontractors with the CxA witnessing. Any final adjustments to the O&M manuals and as-builts due to the testing shall be made by the contractor.

**3.8 TRAINING OF OWNERS PERSONNEL**

- A. The contractor shall provide training coordination, scheduling of subcontractors, and ensure that training is completed. All training shall be coordinated, through the CM, with the CxA.
- B. The contractor shall ensure that each subcontractor and vendor (mechanical, plumbing, fire, electrical, specialty, etc.) shall have the following responsibilities:
  - 1. Provide, to the CxA through the CM, a training plan sixty days before the planned training covering the following elements:
    - a. Equipment
    - b. Intended audience
    - c. Location of training
    - d. Objectives
    - e. Subjects covered (description, duration of discussion, special methods, etc.)
    - f. Duration of training on each subject
    - g. Instructor for each subject
    - h. Methods (classroom lecture, manufacturer's quality video, site walk-through, actual operational demonstrations, written handouts, etc.).
  - 2. Provide designated owner personnel with comprehensive orientation and training in the understanding of the systems and the operation and maintenance of each piece of equipment that makes up the system.
  - 3. Training shall normally start with classroom sessions followed by hands-on demonstration/training on each piece of equipment.
  - 4. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system shall be repaired or adjusted as necessary and the demonstration repeated at another scheduled time, if necessary.
  - 5. The appropriate trade or manufacturer's representative shall provide the instructions on each major piece of equipment. Practical building operating expertise as well as indepth knowledge of all modes of operation of the specific piece of equipment are required. More than one party may be required to execute the training.
  - 6. The controls contractor shall attend sessions other than the controls training, as specified, to discuss the interaction of the controls system as it relates to the equipment being discussed.
  - 7. The training sessions shall follow the outline in the table of contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference.

8. Training shall include:
  - a. Use of the printed installation, operation and maintenance instruction material included in the O&M manuals.
  - b. A review of the written O&M instructions emphasizing safe and proper operating requirements, preventative maintenance, special tools needed and spare parts inventory suggestions. The training shall include startup, operation in all modes possible, shutdown, seasonal changeover and any emergency procedures.
  - c. Discussion of relevant health and safety issues and concerns.
  - d. Discussion of warranties and guarantees.
  - e. Common troubleshooting problems and solutions. Explanatory information included in the O&M manuals.
  - f. Discussion of any peculiarities of equipment installation or operation.
  - g. Classroom sessions shall include the use of overhead projections, slides, video/audio-taped material as might be appropriate.
  - h. Hands-on training shall include startup, operation in all modes possible, including manual, shut-down, alarms, power failure and any emergency procedures, and preventative maintenance for all pieces of equipment.
9. The contractor shall fully explain and demonstrate the operation, function and overrides of any local packaged controls not controlled by the central control system.
- C. At the discretion of the CxA, training may occur before performance testing is complete if required by the facility operators to assist the CxA in the performance testing.
- D. Videotaping of the training sessions will be provided by the contractor and added to the O&M manuals. In addition, factory training videos identifying key troubleshooting, repair, service and/or replacement techniques shall be provided and reviewed with the owner.
- E. The CxA at the beginning of each training session presents the overall system narrative and the design concept of each equipment section.

### 3.9 OPERATIONS AND MAINTANENCE MANUALS/DATA

- A. The commissioning process requires detailed O&M documentation as identified in this section and technical specifications.
- B. Contractor shall submit two draft copies of the complete operating and maintenance manual to the CM for review by the architect/engineer and CxA within 60 calendar days after review of equipment shop drawings. One copy will be returned to the contractor within 30 days after receipt by the A/E.
- C. Contractor shall submit corrected final approved manuals prior to substantial completion. Prior to final submittal, the CxA shall review the O&M manuals (in addition to the initial draft O&M manual), and documentation, with redline as-builts, for systems that were commissioned to verify compliance with the

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specifications. The CxA will communicate, through the CM, deficiencies in the manuals to the contractor or A/E, as requested. Upon a successful review of the corrections, the CxA will recommend approval and acceptance of these sections of the O&M manuals to the CM. The CxA will also review each equipment warranty and verify that all requirements to keep the warranty valid are clearly stated. This work does not supersede the A/E's review of the O&M manuals according to the A/E's contract.

- D. The contractor shall compile O&M manuals for every piece of equipment and building operating or electrical system being commissioned with the following format:
1. Quantity: 6 (Unless more are required by the technical specifications). Not all systems listed in this section will be commissioned by the CxA but are required to be included in the O&M documents if the systems are part of the building.
  2. Format: 8 1/2 x 11 3 ring loose-leaf binders, 3-inch maximum, and electronic format that is compatible with owner's system. Each binder shall be clearly labeled on the spine. Use as many binders as required. Do not overload binders. Dividers with permanently marked tabs of card stock shall separate each section and sub section. Tab labels shall not be handwritten. A separate manual or chapter shall be provided for each system.
  3. There shall be a title page and table of contents in the front of each binder for each binder's contents. In each binder, there shall be a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color. Behind each equipment name tab shall be the following sections, in the given order, divided by a double weight colored sheet labeled with the title of the section.
    - a. Contractor. The first page behind the equipment tab shall contain the name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
    - b. Submittal and Product Data. This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
    - c. Operation and Maintenance Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:
      - 1) Model number, serial number and nameplate data for each piece of equipment and any subcomponent.
      - 2) Installation, startup and break-in instructions.



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- 3) All starting, normal shutdown, emergency shutdown, manual operation and normal and emergency operating procedures and data, including any special limitations.
  - a) Step-by-step procedure for system startup, including a pre-start checklist. Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.
  - b) Sequence of operation, with detailed instruction in proper sequence, for each mode of operation (i.e., day-night; staging of equipment).
  - c) Emergency operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.
  - d) Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.
- 4) O&M and installation instructions that were shipped with the unit.
- 5) Preventative and corrective maintenance, with service procedures and schedules:
  - a) Provide a schedule for preventive maintenance in a printed format and an electronic format compatible with owner's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.
  - b) Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.
  - c) Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.
  - d) Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.

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- e) Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.
  - f) Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: malfunction, probable cause and recommended action.
  - g) Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.
- 6) Safety Precautions: This subsection shall comprise a listing of safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.
  - 7) Manufacturers' brochures (including controls): Manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views and renewal parts lists. Manufacturers' standard brochures and parts list shall be corrected so that information applying to the actual installed equipment is clearly defined.
  - 8) Supply any special tools required to service or maintain the equipment.
  - 9) Performance data, ratings and curves.
  - 10) Warranty and guarantee, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.
  - 11) Any service contracts issued.
- d. Supplemental Data. Prepare written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.
  - e. Control Diagrams/Drawings. Include the as-built control diagrams/drawings for the piece of equipment and its components, including full points list, full print out of all schedules and set points after testing and acceptance of the system, and copies of all checkout tests and calibrations performed by the contractor (not commissioning tests).

- f. Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.
  - g. System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.
- E. COMMISSIONING RECORD IN O&M MANUALS
- 1. The GC is responsible to compile, organize and index the following commissioning data by equipment into labeled, indexed and tabbed, three-ring binders and deliver it to the GC, to be included with the O&M manuals.
    - a. Commissioning Plan
    - b. System reports including design narratives and criteria including sequences. Each system shall contain the startup plan and report, approvals, corrections, construction checklists, completed performance tests, trending and analysis, training plan and recommended recommissioning schedule.
    - c. Final Commissioning Report including an executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas: 1) equipment meeting the equipment specifications, 2) equipment installation, 3) performance and efficiency, 4) equipment documentation and design intent, and 5) operator training. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific performance test, inspection, trend log, etc. where the deficiency is documented. The performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BAS trend logs, data loggers, etc.) and include observations and conclusions from the testing.
- F. Electronic submittal requirements
- 1. All working documents shall be provided in electronic format whenever feasible. Hard copies are only permissible if soft copies of the documents are not available
  - 2. In addition to the hard copy requirements required in this section, at least all final documents shall be provided in pdf format, organized and tabulated identical to the hard copies provided. Coordinate media requirements with the owner at the time of submission.

**END OF SECTION**

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SECTION 01 91 13

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ENERGY PERFORMANCE MODELING AND VERIFICATION REQUIREMENTS

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**PART 1 - GENERAL**

1.1 SUMMARY

A Section Includes:

1. Introduction.
2. General modeling guidelines.
3. Modeling rules and restrictions.
4. Modeling of energy efficiency measures.
5. Sample model.

B Related Documents

1. The Contract Documents apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.2 INTRODUCTION

- A. This section describes the submission requirements and modeling procedures related to the minimum building energy performance. For the purposes of this section “Project” shall refer to the new Gonzales Community Center.

1.3 GENERAL MODELING GUIDELINES

A. California Code of Regulations Title 24 Standards

1. The Title 24 Standard allows both a prescriptive and performance approach in demonstrating compliance. For the purpose of this project, only a performance approach may be used to compare the building against the Title 24 Standard. The performance approach compares a computer model of the proposed building with a computer model representing a “Standard” design - based on key features of the proposed building - which is minimally compliant with Title 24.
2. The Design-Builder will be required to demonstrate a high degree of understanding of the Title 24 Standard and building energy performance modeling, and will apply that knowledge in modeling the proposed design. The Design-Builder will model the design using the rules and guidelines approved by the California Energy Commission (CEC) for compliance with the performance approach, employing the approved computer program described below.

**B. Use of Energy Modeling Program**

1. Modeling software must be industry standard and provide reports in format requested by City of Gonzales.
2. It is the responsibility of the Design-Builder to obtain a licensed copy of modeling software and to maintain the program and version through the duration of modeling activities during the development of the design and construction documents. The cost for obtaining a user's license, as well as the effort to competently operate and maintain the program, shall be solely at the Design-Builder's expense.
3. The Design-Builder shall be expected to use the modeling software in a manner consistent with both the Title 24 Building Energy Standards, the CEC's Alternative Calculation Method Approval Manual (ACM, October, 2004) and user instructions and information updates offered by the program vendor. Superseding these are the specific modeling rules and restrictions specific to this project that are defined later in this document.
4. The Design-Builder is strongly encouraged to engage a specialist sufficiently experienced in modeling large complex buildings, including efficient mechanical and lighting systems and strategies, using the software for energy performance exceeding Title 24 compliance requirements.

**C. Submission Requirements**

1. The Design-Builder will be required to model the project initially during the Design Development phase and will be required to update the model for energy performance verification during the Construction Document and construction phases. Initial model and updates shall be submitted for timely review and approval by the City of Gonzales's agent.
2. During the proposal stage, the Design-Builder is encouraged to seriously consider the capital cost implications of design decisions with respect to the minimum energy performance requirement and is strongly encouraged to prepare models that test the proposed design and design alternates against the requirement.
3. The Design-Builder will be required to document project energy use during the Design Development, Construction Document, and construction phases by modeling building performance using the approved computer program. Along with the required model, the Design-Builder will submit all backup calculations, equipment cut sheets, design data, and other pertinent information documenting key inputs in the model, in a manner consistent with the approval process as determined by the City of Gonzales. This information will be assembled in a three-ring binder, organized by section and with a table of contents. The binder shall

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contain a CD with the most current model in the modeling software format.

4. The following schedule of deliverables will be part of the requirements of the contract. At a minimum, eight (8) iterations of the energy model(s) will be submitted.

a. **Required Milestone Submissions**

1. **Construction Document Phase**

- i. Preliminary Construction Document Phase Model: fifty percent (50%) and ninety percent (90%) Submissions. Additionally, an Excel spreadsheet that details the proposed installed ambient and task lighting power density on a room-by-room basis must be submitted that accurately reflects the drawings and specifications.
- ii. Preliminary Construction Document Phase Model: one-hundred percent (100%) Submission. Additionally, an Excel spreadsheet that details the proposed installed ambient and task lighting power density on a room-by-room basis must be submitted that accurately reflects the drawings and specifications.

2. **Construction Phase**

- i. Verification Models (max. 2): 10 days following request by City of Gonzales agent.
- ii. Final Record Model: at Substantial Completion. The Final Record Model shall indisputably demonstrate modeled building energy performance that is equal to or superior to the requirement stated in the Introduction to this section.

5. **City of Gonzales Review of Required Model Submissions**

The City of Gonzales or City of Gonzales’s agent will review the model submitted by the Design-Builder at each milestone. Written review comments, along with any request for clarifications or additional information, will be prepared by the City of Gonzales within 14 days from the receipt of the Design-Builder’s milestone submissions. The Design-Builder will have 10 days to adequately respond to requests for additional information.



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6. Once the review and response period has been completed, the City of Gonzales will issue a brief report, accepting or rejecting the model, with specific reason(s) for non-compliance. If the City of Gonzales rejects the models, the Design-Builder will have the opportunity to provide additional data and/or to submit a revised model within 10 days of notification by the City of Gonzales upon appeal.

7. Non-Compliance Resolution

In the event that the City of Gonzales and Design-Builder fail to reach a consensus regarding the interim model submissions, a Non-Compliance report will be forwarded by the City of Gonzales to the California Energy Commission (CEC), who will be responsible for resolving outstanding modeling issues. The CEC, as author of the Title 24 Energy Standards and the performance compliance method, shall make recommendations to the City of Gonzales or City of Gonzales’s agent regarding final interpretation of Title 24 performance method compliance modeling issues.

1.4 MODELING OF ENERGY EFFICIENCY BUILDING FEATURES

- A. Construction Assemblies: Construction assemblies, particularly with respect to proposed insulation materials, shall accurately reflect the proposed assembly, provided that all other requirements of the contract documents are met.
- B. Glazing: Proposed glazing shall accurately reflect the proposed assembly, provided that all other requirements of the contract documents are met. Overall window assembly U-Factor and Solar Heat Gain Coefficient (SHGC) shall be input per proposed design. (Note that manufacturer’s published U-Factors and SHGCs may require adjustments for frame effects as these are often listed as center of glass values.)
- C. Interior Shading: Fixed interior shading elements shall accurately reflect the proposed assembly, provided that all other requirements of the contract documents are met.
- D. Exterior Shading: Exterior shading, including overhangs, fins and other self-shading elements are defined in the contract documents and may not be altered.
- E. Lighting Power Density (LPD): The Area Category approach to modeling of interior lighting; i.e., “Installed LPD”, may be used along with lighting fixtures applied on a room-by-room basis to reflect the proposed detailed lighting design. Alternatively, lighting may be modeled using “Override with Modeled LPD; i.e., representing the installed power for all of the fixtures in the zone combined. In either case, the LPD should reflect lamp and ballast wattage per manufacturer’s specifications.

Lighting may alternatively be input as one LPD value representing the entire building. In that case, the LPD value should exactly match the summary of

lighting power on a room-by-room basis submitted in an Excel spreadsheet and as shown on lighting plans.

- F. Lighting Control Credits: Lighting control credits for occupancy sensors and dimming systems may be used per the proposed design but only for the ambient lighting component. Daylighting control credits may be used in perimeter daylight zones only.
  
- G. HVAC Air Systems: Modeling of air systems must be consistent with the overall integrated design of fans, motors, controls, ductwork, and terminal units, as appropriate for the design solution. Modeled inputs of system and individual equipment efficiencies used in the models must be adequately documented by technical submittals and shall represent the installed equipment as shown on the construction documents and schedules. Modeled supply and return air minimum volumes, volume controls, along with outside air ventilation, shall represent the installed equipment as shown on the construction documents and schedules and must be consistent with the other requirements of the contract documents.
  
- H. HVAC Water/Fluid Systems for Heating/Cooling: Modeling of water/fluid systems must be consistent with the overall integrated design of pumps, motors, controls, pipe-work, and coils, as appropriate for the design solution. Modeled inputs of system and individual equipment efficiencies used in the models must be adequately documented by technical submittals and shall represent the installed equipment as shown on the construction documents and schedules. Modeled fluid flows, system minimum capacities, temperatures and ranges must be consistent with the other requirements of the contract documents.

**PART 2 - PRODUCTS** (Not used)

**PART 3 - EXECUTION** (Not used)

**END OF SECTION**

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**SECTION 01 95 06**

**RECYCLED CONTENT CERTIFICATION FORM**

**See Recycled Content Certification Form (next two (2) pages)**

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CIWMB #74 (rev. 9/01)

Document # \_\_\_\_\_

**Recycled-Content Certification**

This form must be completed by contractor. The contractor must return the certification to the Owner's Representative, with a row completed for each product supplied to the State. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material.

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Website \_\_\_\_\_

| Item/Row Number | Quantity | Unit of Measure | Dollars         | Product Description | Product Category 1 | Virgin Content (Percent) <sup>2</sup> | Post-Consumer Material (Percent) <sup>3</sup> | Secondary Material (Percent) <sup>4</sup> | Total Percents |
|-----------------|----------|-----------------|-----------------|---------------------|--------------------|---------------------------------------|---|---|----------------|
|                 |          |                 |                 |                     |                    |                                       |   |   | 100%           |
|                 |          |                 |                 |                     |                    |                                       |   |   | 100%           |
|                 |          |                 |                 |                     |                    |                                       |   |   | 100%           |
|                 |          |                 |                 |                     |                    |                                       |   |   | 100%           |
|                 |          |                 |                 |                     |                    |                                       |   |   | 100%           |
|                 |          |                 |                 |                     |                    |                                       |   |   | 100%           |
|                 |          |                 | <b>Total \$</b> |                     |                    |                                       |   |   |                |

Public Contract Code sections 10233, 1030.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of post-consumer and secondary material in the products, materials, goods, or suppliers offered or sold.

Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of post-consumer and secondary material in the products, materials, goods or supplies offered or sold.

**Printed name of person completing form**  
 (See footnotes on the back of this page.) Footnotes

**Signature of person completing form**

**Title**

CIWMB #74 (rev. 9/01)

Document # \_\_\_\_\_

***You must submit copies of this form and/or other documentation for each product that contains any amount of recycled material for inclusion in the annual SABRC procurement report to the Board each year with the report form (CIWMB #71)***  
***Please do not send recycled-content certification forms or other documentation for products that do not contain any recycled-content material.***

1. Product category refers to one of the product categories into which the reportable recycled-content product (RCP) purchase falls. For products made from multiple materials, choose the category that comprises most of the product, either by a weight or volume criteria. If the product does not fit into any of the product categories, put "NA." The product categories and corresponding content requirements are defined as follows:

**Recycled-content printing and writing papers (PWB)** include copy paper and xerographic papers of all colors, and higher-grade papers such as watermarked and cotton fiber papers. High-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and other uncoated printing and writing paper such as writing and office paper, book paper, cotton-fiber paper (containing 25-75 percent cotton fiber), and cover stock are all included in the PWP category.

**Recycled steel product** means flat rolled products with at least 25 percent of the total weight consisting of secondary and post-consumer material, with not less than 10 percent post-consumer material. Products made with flat rolled steel meeting these content percentages may include automobiles, cans, appliances, and office furniture and supplies.

**Recycled-content product (RCP) for paper products, plastic products, glass products, tires, tire-derived products, compost and co-compost, lubricating oil, paints, solvents**, is identified in PCC section 12200 (SB 1915, 1994) as containing at least 50 percent of the total weight of which consists of secondary and post-consumer material with not less than 10 percent of its total weight consisting of post-consumer material. This definition applies to all product categories that do not have specific statutory definitions.

2. Virgin material content is that portion of the product made from non-recycled material, that is, the material is neither secondary nor post-consumer material.
3. Post-consumer material is defined as "a finished material which would have been disposed of as a solid waste, having completed its life cycle as a

Consumer item, and does not include manufacturing wastes." This is material such as newspaper that you read and was recycled and then made into recycled-content newspaper or some other recycled product. Post-consumer material is generally any product that was bought by the consumer, used, and then recycled into another product.

4. Secondary material is defined as "fragments of finished products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, but does not include excess virgin resources of the manufacturing process." This is material such as newsprint that is trimmed from a roll in the paper plant that is returned to the beginning of the process to make recycled-content newsprint. The material (product) did not get to the consumer before being recycled.

Secondary material **does not** include post-consumer material. **For example**, if a printing and writing paper contained 20 percent post-consumer material, you would indicate 20 percent in the post-consumer column and 80 percent in the virgin column. If the product had 40 percent secondary material and 20 percent post-consumer material, you would indicate 40 percent in the secondary column. To meet the 50/10 content requirement of another product category, the product would contain 50 percent recycled-content (40 percent secondary and 10 percent post-consumer material) and 50 percent virgin material.

5. The sum of the virgin column, the post-consumer column, and the secondary column must equal 100 percent.

**Note:** Products that are made from multiple material types should be reported in the product category of the material type representing most of the product. The amount of material used in the product can be measured by weight or volume. If, for instance, a chair is made from steel, aluminum, and plastic and most of the material, either by weight or volume, is plastic, report it as a plastic product. If, however, most of the product, either by weight or volume, is steel, report the purchase as a steel product.