

PROJECT MANUAL

for

EXTERIOR PAINTING AT TIERRA BONITA ELEMENTARY SCHOOL

EASTSIDE UNION SCHOOL DISTRICT
44938 30th Street East
Lancaster, CA 93535

Prepared by:

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Job No. 3112

April 2024

DIRECTORY

OWNER	EASTSIDE UNION SCHOOL DISTRICT 44938 30th Street East Lancaster, CA 93535 661.952.1200
SITE	TIERRA BONITA ELEMENTARY SCHOOL 44820 North 27th Street East Lancaster, CA 93535
ARCHITECT	FLEWELLING & MOODY 1035 West Lancaster Boulevard Lancaster, CA 93534 661.949.0771

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01-NOTICE TO CONTRACTORS CALLING FOR BIDS

1. OWNER: Eastside Union School District
2. PROJECT IDENTIFICATION NAME: Exterior Painting at Tierra Bonita Elementary School
3. PROJECT LOCATION: 44820 North 27th Street East, Lancaster, CA 93535
4. PROJECT TIMELINE: This project is anticipated to start on approximately July 2024 and is anticipated to have a duration of 55 calendar days for completion.
5. **BID DEADLINE: Bids are due on May 16, 2024 at 1:00pm** or at any other date or time as set by Addendum.
6. PLACE OF BID RECEIPT: Eastside Union School District – 44938 30th Street East, Lancaster, CA 93535
7. METHOD OF BID RECEIPT: Personal delivery, courier, or mailed via United States Postal Service to above address.
8. PLACE BID SET IS ON FILE: Flewelling & Moody – 1035 West Lancaster Blvd., Lancaster, CA 93534. Email mfries@flewelling-moody.com and/or eibarra@flewelling-moody.com to obtain a PDF copy. There is no deposit required for a PDF/email copy.
9. SEALED BID MARKING: Exterior Painting at Tierra Bonita Elementary School
10. ALTERNATES: If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated below:
 - (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
11. MANDATORY JOB WALK: May 2, 2024 at 3:00 pm at Tierra Bonita Elementary School.

*If a job walk is required on this project, attendance at the entire job walk is mandatory and failure to attend the entire job walk may result in your bid being rejected as non-responsive. Contact OWNER for details on required job walks and related documentation.
12. This is a prevailing wage project. OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this contract. These rates are on file at OWNER's office, and a copy may be obtained upon request, or at

www.dir.ca.gov. Contractor shall post a copy of these rates at the job site. ALL PROJECTS OVER \$1,000 ARE SUBJECT TO PREVAILING WAGE MONITORING AND ENFORCEMENT BY THE LABOR COMMISSIONER.

It shall be mandatory upon the contractor to whom the contract is awarded (CONTRACTOR), and upon any SUBCONTRACTOR, to pay not less than the specified rates to all workers employed by them in the execution of the contract.

13. A Payment Bond for contracts over \$25,000 and a Performance Bond for all contracts will be required prior to commencement of work. These bonds shall be in the amounts and form called for in the Contract Documents.
14. Pursuant to the provisions of Public Contract Code Section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure CONTRACTOR's performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either OWNER or a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR.

Securities eligible for investment shall include those listed in Government Code Section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest on them. The escrow agreement shall be in the form indicated in the Contract Documents.

15. To bid on or perform the work stated in this Notice, 1. CONTRACTOR must possess a valid and active contractor's license of the following classification(s): C-33. No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR. DIR's web registration portal is: www.dir.ca.gov/Public-Works/Contractors.html
16. CONTRACTOR and all subcontractors must furnish electronic certified payroll records (eCPR) to the Labor Commissioner [specify weekly, bi-weekly or monthly] in PDF format. Registration at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html is required to use the eCPR system.

The following notice is given as required by Labor Code Section 1771.5(b)(1): CONTRACTOR and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with

17. OWNER will retain 5% of the amount of any progress payments.
18. This Project does require prequalification pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors. Prequalification shall be by online application at www.pq bids.com/lancaster. A bid will not be accepted from any contractor or subcontractor that is required to complete a prequalification application and submit supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
19. Advertisement Dates in the AV Press are: 4/20/2024
4/27/2024

02-INSTRUCTIONS TO BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN EVEN IF FROM THE SAME OWNER

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

1. Preparation of Bid Form.

The Owner invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording, and notations must be in ink or typewritten.

2. Form and Delivery of Bids.

The bid must conform to and be responsive to all Contract Documents and shall be made on the Bid Form provided. The complete bid, together with any additional materials required, shall be enclosed in a sealed envelope, addressed and hand- delivered or mailed to the Owner at the address set forth in the Notice to Contractors Calling for Bids, and must be received on or before the time set for the opening of bids. The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the project designation, and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

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

3. Bid Security.

Each bid shall be accompanied by a bid security in cash, a certified or cashier's check, or bid bond in an amount not less than 10 percent of the total bid price payable to the Owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Construction Agreement within 10 working days after award of the contract and will furnish on the prescribed forms a satisfactory Payment (labor and material) Bond and separate Performance Bond, in accordance with the Contract

Documents and Civil Code Sections 9550 et seq., and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Construction Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the Owner elects to waive the use of the form provided, in its sole discretion.

4. Signature.

At the various times such documents are required to be submitted, the Bid Form, all bonds, the Designation of Subcontractors form, all Information Required of Bidder or prequalification forms, Workers Compensation Certificate, Drug-Free Workplace Certification, Non-Collusion Affidavit, Asbestos and Lead Based Paint Certification, Iran Contracting Act Certification, the Construction Agreement, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president, or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual (1) who shall be the agent of the joint venture or partnership, (2) who shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications.

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, or a facsimile modification duly signed by the bidder received prior to the opening of bids, may be considered if included within a sealed bid.

6. Erasures, Inconsistent, or Illegible Bids.

The bid submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, words shall control figures. In the event the Owner determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the bid as not being responsive.

7. Examination of Site and Contract Documents.

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work. Each bidder shall make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at the price being bid. Each bidder shall determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided, and shall correlate its observations, investigations, and determinations with all requirements of the project.

The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. **The Owner is not making any warranties regarding this information. The Owner shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work.** Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with and agrees to further comply with all the requirements of this section.

8. Withdrawal of Bids.

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract. A bidder's unawarded alternative bids remain open for a period of six months after award of contract as irrevocable offers to enter into either change orders or separate contracts for the stated price adjustment.

9. Agreement and Bonds.

The Construction Agreement and the form of the Payment and Performance Bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. The Payment Bond shall be in an amount not less than 100 percent of the amount of the contract in accordance with Civil Code section 9554. The successful bidder as Contractor will also be required to furnish a separate Performance Bond in the amount of 100 percent of the contract amount. Sufficient bonds shall be fully executed and returned to Owner with the executed Construction Agreement.

10. Interpretation of Contract Documents.

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If there are discrepancies on drawings, plans, or specifications, or conflicts between drawings, plans, specifications, terms, or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specifications, and drawings.

SUBMISSION OF A BID WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIME LINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE OWNER'S TIME LINES FOR COMPLETION OF THE PROJECT.

11. Bidders Interested in More Than One Bid.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the project.

12. Award of Contract.

- (a) The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to award more than one contract. If two identical low bids are received from responsive and responsible bidders, the Owner will determine which bid will be accepted pursuant to Public Contract Code Section 20117.
- (b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Agreement and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Agreement and provide the required documents.
- (c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

13. Alternatives.

If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated in the Notice to Contractors Calling for Bids. Owner reserves the right to award or reject any, all, or any combination of the alternates called for in the bid documents, whether or not the alternate(s) was included in the calculations used to identify the low bidder. All bid alternates not part of the contract initially awarded by Owner shall remain open and valid for a period of six months after the contract is awarded as irrevocable offers to enter into either change orders or separate contracts on the items for the price adjustment contained in the bid alternate.

14. Public Contract Code Section 20111.5—Discretionary Prequalification of Bidders.

Discretionary Prequalification is required to bid on this project. Prospective bidders are required to submit to the Owner a completed online prequalification application at www.pqbids.com/lancaster no later than ten (10) days prior to the date fixed for the public opening of sealed bids. These documents will be the basis for determining which bidders are qualified to bid the project. Bidders will be notified by telephone and mail of their prequalification status within five days after submission of prequalification documents. Bids will not be accepted from any bidder who has not been prequalified at least five days prior to the bid opening. Pursuant to Public Contract Code Section 20111.5, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification documents may be obtained by visiting www.pqbids.com/lancaster.

15. Public Contract Code Section 20111.6—Mandatory Prequalification of General Contractors and Mechanical, Electrical and Plumbing Subcontract Bidders.

Mandatory Prequalification of general contractors and mechanical, electrical and plumbing subcontractors is required to bid on this project. Prospective bidders holding licenses in classifications A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C- 38, C- 42, C- 43 and C- 46 are required to submit to the Owner a prequalification by online application at www.pqbbids.com/lancaster no later than ten (10) working days prior to the date fixed for the public opening of sealed bids. This prequalification will be the basis for determining which bidders in the listed license categories are qualified to bid the project. Bidders will be notified by telephone, mail or email of their prequalification status within five (5) working days after submission of prequalification documents. Bids will not be accepted from any bidder who is required to prequalify and who has not been prequalified at least five (5) working days prior to the bid opening. Pursuant to Public Contract Code Section 20111.6, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification may be applied for online at www.pqbbids.com/lancaster.

16. Competency of Bidders.

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

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner, or in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

17. Listing Subcontractors.

Each bidder shall submit a list of the proposed subcontractors, including their address, California contractor's license number and DIR Registration number, on the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) on the form furnished with the Contract Documents. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. The Owner may request that bidder submit information to assess the responsibility of

the bidder's proposed subcontractors. The apparent low bidder shall, within 24 hours of the bid opening, provide a complete listing of all subcontractors, including full name, address, telephone numbers, contractor's license number and type and DIR Registration number.

18. Workers' Compensation.

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the executed Construction Agreement, the certificate which is included as a part of the Contract Documents.

19. Contractor's License.

At the bid opening date and time, if a bidder is not properly licensed and registered to perform the project in accordance with Division 3, Chapter 9, of the California Business and Professions Code, Labor Code section 1725.5 and the Notice Calling for Bids, as required, that bidder's bid will be rejected as non-responsive. Business and Professions Code Section 7028.15 precludes payment for work or materials unless the Registrar of Contractors verifies to the Owner that the bidder was properly licensed at the time the bid was submitted. If this project is federally funded, the bidder must be properly licensed prior to the award of the contract. Any bidder not properly licensed and registered with DIR is subject to penalties under the law and the contract can be considered void. If the license classification specified in these Contract Documents is that of a "specialty contractor" as defined in Business and Professions Code Section 7058, the specialty contractor awarded the contract for this work shall construct a majority of the work in accordance with the provisions of Business and Professions Code Section 7059.

20. Anti-Discrimination.

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws, including but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

21. Hold Harmless.

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

22. Substitutions.

- (a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests

submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

- (b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least ten (10) working days before the bid opening date and time. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.
- (c) If a substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.
- (d) With respect to any materials, process, service, or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service, or equipment, its bid shall be considered as offering the specified material, process, service, or equipment referred to by the brand name or trade name specified.
- (e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing any such condition may be treated as a non-responsive bid.
- (f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service, or equipment designated by brand name or trade name, or other item as specified, will be provided.
- (g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.
- (h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth

herein.

- (i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposed substitution shall be deemed approved unless the Owner has confirmed it in writing.
- (j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

23. Surety Qualifications.

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by Owner as sufficient.

Payment and/or performance bonds executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating (A minus V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be presumed by Owner to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

24. Liquidated Damages.

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.

25. Drug-Free Workplace Certification.

Pursuant to Government Code section 8350 and following, the successful bidder will be required to execute and return to Owner the Drug-Free Workplace Certificate contained in the Contract Documents with the executed Construction Agreement. The bidder will be

required to take positive measures outlined in the certificate to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties, including termination of the Construction Agreement or suspension of payment under the Construction Agreement.

26. Non-Collusion Declaration.

In accordance with the provisions of Public Contract Code section 7106, each bid must be accompanied by a Non-Collusion Declaration executed under penalty of perjury under the laws of the State of California.

27. Implementation of Disabled Veteran Business Enterprises Requirements.

In accordance with Education Code Section 17076.11, the Owner has a participation goal for disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to the Owner by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the Owner. Prior to and as a condition precedent for final payment under any contract for this project, the successful bidder will be required to provide appropriate documentation to the Owner identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so the Owner can assess its success at meeting this goal.

28. Asbestos and Lead-Based Paint Certification.

The form of Contractor's Certificate Regarding Non-Asbestos Containing Materials and Exclusion of Lead Products, as contained in the Contract Documents, shall be executed and submitted with the bid.

29. Fingerprinting Requirements.

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form for certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by Owner.

30. California Products.

Price, fitness, and quality being equal with regard to supplies, the Owner may prefer supplies grown, manufactured, or produced in California. The Owner may next prefer supplies partially grown, manufactured, or produced in California. Where the Owner has a preference, the bids of the suppliers or the prices quoted by them (i) must not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, (ii) the major portion of the manufacture of the supplies is not done outside of California, and (iii) the public good will be served. Refer to specifications for indications of Owner preferences. Government Code Sections 4330-4334.

31. Contractor License And DIR Registration Required.

To perform the work required for this project, Bidder must possess the type of contractor's license specified in the Notice to Contractors Calling for Bids, and must be registered with the Department of Industrial Relations (DIR) as a public works contractor. Contractor registration can be accomplished through the portal <https://efiling.dir.ca.gov/PWCR/>. No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR.

32. Post-Bid Credits.

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

33. Contents of Bid.

The bid will include the following documents: Bid Form, List of Subcontractors, Substitution Listing form, Non-collusion Declaration, Exclusion of Asbestos and Lead Based Paint Products Certification, Contractors' Qualification Questionnaire (if required) Mandatory Prequalification Package (if required), Iran Contracting Act Certification (if required), Bid Bond or other bid security, and Certification of Attendance at Mandatory Job Walk, if a job walk is required on this project.

34. Bid Protests.

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

- (a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The protest shall be received by the Owner no later than close of business on the second business day after bid opening; one received after that time shall not be recognized.
- (c) Each protest shall contain the following:
 - Identification by name, address, and telephone number of the protesting person(s), company and/or organization and identification of the project to which the protest pertains.

- The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.
- (d) Any protest not conforming to the requirements of this section shall be rejected as invalid.
- (e) Where a protest is filed in conformity with this section, the Owner's staff, or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.
- (f) Submission of a written protest to and receipt of a written decision from the Owner staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.
- (g) The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.
- (h) The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.
- (i) A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days of receipt of the appeal.
- (j) The Owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (k) Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

35. Procedure for Protesting Being Deemed A Non-Responsible Bidder.

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

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

36. All Projects Over \$1,000 Are Subject to Prevailing Wage Monitoring and Enforcement By the Labor Commissioner

The project is subject to prevailing wage monitoring and enforcement by the DIR, as indicated in the Notice Calling for Bids. The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish certified payroll records to the Labor Commissioner on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. To access the DIR's eCPR system and to obtain additional information and assistance, bidders may go to DIR website www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years.

03-BID FORM

Name of Bidder:

Project: Exterior Painting at Tierra Bonita Elementary School/#3112

To: Eastside Union School District, referred to as "OWNER."

- A. In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. _____ on file at the office of OWNER for the Base Bid sum of:

written in words: _____

written in numbers: _____

- B. If any of the following alternate bids are utilized and awarded, the undersigned agrees to make price adjustments, as indicated, to the Base Bid.

ALTERNATE BID 1:

State the amount to be **added OR deducted** to/from the Base Bid for Alternate Bid 1.

written in words: _____

written in numbers: _____

***REFER TO ANY ATTACHMENTS TO THIS BID FORM
FOR ADDITIONAL ALTERNATES***

- C. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10) working days after contract award.

- D. Attached is bid security not less than 10 percent of the bid, in the amount of \$_____, in the form of cash, bid bond, certified check **OR** cashier's check.
- E. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.
- F. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.
- G. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.
- H. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER 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 (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)
- I. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

J. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected by the public agency.

K. Bidder's contractor's license is: _____
[number] [class] [expires]

[DIR registration number] [expires]

L. Attached is Bidder's AB 1565 Prequalification Questionnaire Validation Form (if required by the Notice to Contractors Calling for Bids, paragraph 20, and the Instructions to Bidders, paragraph 36).

M. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DBA

*Signature: _____

Print Name: _____

Business Address: _____

Date: _____ Telephone: _____

PARTNERSHIP

Partnership Name: _____

*By: _____, Partner

Print Name: _____

Business Address: _____

Date: _____ Telephone: _____

Names of Other Partners: _____

CORPORATION

Corporation Name: _____, a Corporation.

(State of Incorporation)

Business Address: _____

Date: _____ Telephone: _____

*By: _____ *[Required]* **[Seal]**
(President/Chief Executive Officer/Vice President) *[Circle One]*

Print Name: _____

*By: _____ *[Required]*
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) *[Circle One]*

Print Name: _____

JOINT VENTURE

Joint Venturer Name: _____

*Signed by: _____ (Joint Venturer)

Print Name: _____

Business Address: _____

Date: _____ Telephone: _____

Other Parties to Joint Venture: _____

If an individual joint venturer:

*By: _____

Print Name: _____

If a DBA joint venturer:

*By: _____

Print Name: _____

If a partnership joint venturer:

*By: _____

Print Name: _____

If a Corporation joint venturer:

[Seal]

_____, a Corporation.
(Name)

(State of Incorporation)

*By: _____

Print Name: _____

Title: _____

***Important Notice:** Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

04-SUBSTITUTION LISTING

****TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID****

TO: Eastside Union School District ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:

Exterior Painting at Tierra Bonita Elementary School/#3112

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: ☐ no substitutions.
☐ the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.
4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM**

BIDDER: _____

By: _____

Print Name: _____

05-LIST OF SUBCONTRACTORS

TO BE SUBMITTED WITH BID

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

- A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:
1. The name, location of the place of business California contractor license number and DIR registration number of:
 - a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;
 - b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;
 2. The portion of the work which will be done by each subcontractor.
- B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.
- C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.
- D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

- E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name: _____

By: _____
[Signature must match that on bid]

Print Name:

06-BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the Eastside Union School District (referred to as Owner) in the sum of _____ percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 2024, for: \$_____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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 the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this _____ day of _____, 2024, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: _____

PRINCIPAL

By: _____

Title:

DATED: _____

SURETY

By: _____

Title:

Note: Signatures of those executing for the Surety must be properly acknowledged.

07-NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Contractor: _____

By: _____

Title: _____

Signature: _____

08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at _____, California, on _____, 2024.

Firm Name: _____

By: _____

Title: _____

Signed: _____
[Signature must match that on bid]

09-CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated _____, in the County of Los Angeles, State of California, is by and between the Eastside Union School District ("OWNER") and _____ ("CONTRACTOR").

For the consideration stated in this Agreement, OWNER and CONTRACTOR agree as follows:

1. Contract Documents. The complete Agreement includes all of the Contract Documents as defined in the General Conditions and any other documents comprising any portion of the bid package, and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this Agreement. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Scope of Performance. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services described in the Contract Documents and required for construction of

Exterior Painting at Tierra Bonita Elementary School/#3112

All of the work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and all provisions of the Contract Documents as defined above. CONTRACTOR shall be liable to OWNER for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of OWNER, the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Contract Documents, and unless CONTRACTOR protests at the time of the alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Contract Documents. The protest shall not be effective unless reduced to writing and filed with OWNER within three working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Contract Documents.

3. Contract Price. Subject to any additions or deductions as provided in the Contract Documents, as full consideration for the faithful performance of the contract OWNER shall pay to CONTRACTOR the sum of _____ dollars (\$_____).
4. Construction Period. The work shall be commenced on or before the 10th day after receiving OWNER's Notice to Proceed and shall be completed within **55** consecutive calendar days from the date specified in the Notice to Proceed.

5. Liquidated and Other Damages. All work must be completed within the time limits set forth in the Contract Documents. If the work is not completed in accordance with the time limits set forth in this Agreement, in accordance with Government Code Section 53069.85, CONTRACTOR shall pay to OWNER as fixed and liquidated damages, and not as a penalty, the sum of **\$500.00** for each calendar day of delay until work is completed and accepted.

Detailed requirements concerning liquidated damages and other damages which may be assessed if CONTRACTOR fails to complete the project within the time period provided in this Agreement are contained in the General Conditions.

6. Insurance. Prior to commencing the work, CONTRACTOR shall take out and maintain during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain all insurance as required in the General Conditions.

7. Substitution of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to CONTRACTOR. OWNER retains the sole discretion to approve the bank selected by CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, CONTRACTOR may request OWNER to make payment of earned retentions directly to the escrow agent at the expense of CONTRACTOR. Also at CONTRACTOR's expense, CONTRACTOR may direct investment of the payments in securities, and CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by escrow agent from OWNER pursuant to the terms of Section 22300. Not later than 20 days after receipt of such payment, CONTRACTOR shall pay to each subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure performance of CONTRACTOR.

8. Corporate Status and Authorization. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

9. Posting. Contractor shall be responsible to post job site notices prescribed by Title 8 CCR § 16451 (d) pertaining to prevailing wage monitoring by the Department of Industrial Relations.

10. Entire Agreement. This Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to construction of the project. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The Agreement can only be modified by an amendment in writing, signed by both parties and approved by action of OWNER's governing board or other governing body.

11. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

13. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding its conflict of laws rules.

The parties have executed this Agreement by the signatures of their authorized representatives effective the date indicated above.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

[Continued on Following Page]

10-INDEX TO GENERAL CONDITIONS

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10-GENERAL CONDITIONS

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

ARTICLE 1 DEFINITIONS

- A. Action of the Governing Board or Other Governing Body: An official act of the governing board or other governing body of OWNER.
- B. Approve: The term “approve,” where used in conjunction with the Architect’s action on the CONTRACTOR’S submittals, applications, and request, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Approval shall not release CONTRACTOR from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- C. Architect: The person, persons, or entity selected by OWNER to provide architectural services to the Project. Architect is an independent contractor and is not an agent of OWNER.
- D. Contract Documents: All contract documents, including all official documents on this Project, including the Notice Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers’ Compensation Certificate, Performance Bond, Payment Bond, Change Orders, Shop Drawings and their Transmittals, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code sections 20111.5 or 20111.6, if any, Substitution Listing form on any approved substitutions, Non-Collusion Declaration, Insurance Certificates, Guarantees, Contractor’s Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, Fingerprinting Certifications, Labor Compliance Program documents, General Conditions, Supplemental General Conditions, if any, Iran Contracting Act Certification, if any, Special Conditions and/or Requirements, if any, Plans, Drawings, Specifications, the Construction Agreement, and all Modifications, addenda, and amendments of those documents.
- E. Modification:
 - 1. A written amendment to the Contract Documents signed by both parties;
 - 2. A fully executed Change Order;
 - 3. A written interpretation issued by the Architect; or
 - 4. A written order for a minor change in the Work issued by the Architect.

- F. CONTRACTOR: That entity awarded this Construction Agreement by official action of OWNER. Throughout the Contract Documents CONTRACTOR is treated as being of singular number and neuter gender.
- G. Date of Acceptance: The date when all of the following conditions are satisfied:
1. OWNER is able to occupy all portions of the project.
 2. The notice of completion is recorded with local authorities.
 3. The final verified report is filed with the Division of State Architect of the Department of General Services.
 4. Acceptance of project by OWNER's governing board or other governing body.
- H. Days: Calendar days unless noted otherwise.
- I. Equivalent to: Equal or superior in function and quality and approved by the Architect.
- J. Furnish: Means "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- K. Indicated: Refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," or "scheduled" are used, it is to help locate the reference; no limitation on locations is intended except as specifically noted.
- L. Install: Used to describe operations at the project site, including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations."
- M. Installer: An entity engaged by CONTRACTOR, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar required operations. Installers are required to be experienced in the operations they are engaged to perform and licensed as required in the individual specification sections.

- N. Liquidated Damages: Pursuant to Government Code Section 53069.85, this is the specified sum of money that CONTRACTOR shall forfeit and pay to OWNER for those specified portions of the Project that are uncompleted and delayed beyond the stated completion time.
- O. Or Equal: Where named products in specification text are accompanied or are deemed by law to be followed by the term “or equal,” or other language of similar effect, CONTRACTOR shall comply with those Contract Document provisions for “substitutions” when obtaining Architect’s review and consideration.
- P. OWNER: The school district, community college district, County Superintendent of Schools, or other public entity executing the Construction Agreement acting through its governing board or other governing body.
- Q. Plans: The reproductions of the official drawings adopted and approved by OWNER showing locations, character, dimensions, and details of the work.
- R. Project: The undertaking planned by OWNER and CONTRACTOR as provided in the Contract Documents.
- S. Project Inspector/Inspector of Record: Any individual or firm retained by OWNER as the on-site inspector for a particular project hired by and paid by OWNER and under general direction of the Architect or registered engineer in charge. The Project Inspector shall be responsible for inspecting all work included in the Contract Documents. A special inspector shall be responsible only for inspecting the work for which he/she is approved. Inspectors are independent contractors and are not agents or employees of OWNER.
- T. Project Manual: The volume(s) that include the bidding requirements, sample forms, and all of the initial Contract Documents, such as Conditions of the Contract, Schedules and Details Manual, the Specifications, and the addenda to be used on the Project.
- U. Project Site: The space available to CONTRACTOR for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
- V. Provide: Includes “provide complete in place,” that is, furnish and install.
- W. Refer: Indicates that the subject is defined or specified in further detail at another location in the Contract Documents or elsewhere as indicated. Except, as otherwise noted, “refer” does not imply that CONTRACTOR must purchase or subcontract the subject work in any special manner.

- X. Related Work in Other Sections: A nonrestrictive term used throughout the Specifications to coordinate the Work and facilitate checking and bidding.
- Y. Required: As required by Contract Documents.
- Z. Safety Orders: Issued by Division of Industrial Safety and OSHA Safety and Health Standards for Construction.
- AA. Specification: The printed instruction and requirements which complement the plans as to the methods and manner of performing the Work or to the quantities and qualities of the materials to be furnished.
- BB. Subcontractor: Includes those having a direct contract with the CONTRACTOR and those who furnish material worked to a special design according to plans, drawings, and Specifications of this work, but does not include those who merely furnish material not so worked.
- CC. Surety: The firm or corporation executing CONTRACTOR'S Performance Bond and/or Payment Bond as surety, as the context indicates.
- DD. Testing Laboratory: An independent entity engaged to perform specific inspections or test, either at the Project Site or elsewhere, and to report on, and if required, interpret results of those inspections or tests. It is not an agent of OWNER.
- EE. Unfinished: Refers to the status of the Work prior to reaching completion, as described in Article 61.
- FF. Work: Work of the CONTRACTOR and subcontractors, including all labor or materials (including without limitation, equipment, and appliances), both incorporated in, or to be incorporated in the Project in order to fully meet the requirements of the Contract Documents.

ARTICLE 2 STATUS OF CONTRACTOR

- A. CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract Documents.
- B. Nothing contained in the Contract Documents shall be construed as creating the relationship of employer and employee, or principal and agent, between OWNER and CONTRACTOR or any of CONTRACTOR'S agents or employees.

- C. CONTRACTOR exclusively assumes the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, and employees shall not be entitled to any rights or privileges of OWNER employees and shall not be considered in any manner to be OWNER employees.
- D. OWNER shall be permitted to monitor the activities of CONTRACTOR to determine compliance with the terms of the Contract Documents.
- E. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any contractor not so licensed is subject to penalties under the law and the Construction Agreement will be considered void pursuant to Business and Professions Code Section 7028.7. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, and Post Office Box 2600, Sacramento, California, 95826.
- F. Contractors or subcontractors are not qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This project is subject to monitoring by the Department of Industrial Relations.

ARTICLE 3 CONTRACTOR SELECTION PROCESS AND PROHIBITED INTERESTS

- A. As a means of maintaining the integrity of the formal selection process, contacts with individual members of OWNER's Board of Trustees or governing body on behalf of any bidding firm relative to this Project will be considered inappropriate.
- B. No official of OWNER who is authorized in such capacity and on behalf of OWNER to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with construction of the Project, shall have any direct or indirect financial interest in any part of this Project.
- C. No officer, employee, architect, attorney, engineer, or inspector of or for OWNER who is authorized in such capacity and on behalf of OWNER to exercise any executive, supervisory, or other similar functions in connection with construction of the Project shall have any direct or indirect financial interest in any part of this Project.
- D. CONTRACTOR shall receive no compensation and shall repay OWNER for any compensation received should CONTRACTOR aid, abet, or knowingly participate in any violation of this Article.

ARTICLE 4 CHANGE IN NAME OR NATURE OF CONTRACTOR'S LEGAL ENTITY

Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR'S entity, CONTRACTOR shall first notify OWNER in writing and cooperate with OWNER in making such changes as OWNER may request in the Contract Documents.

ARTICLE 5 DEBARRED CONTRACTOR

- A. Pursuant to Labor Code Sections 1777.1 and 1777.7, a contractor may be prohibited from bidding or performing work as a subcontractor on a public works project.
- B. Any contract on a public works project entered into between a contractor 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 a contractor on the Project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- C. Pursuant to Public Contract Code Section 4701, CONTRACTOR shall request the substitution of any subcontractor who has been debarred by the California Labor Commissioner from working as a subcontractor on public work.

ARTICLE 6 SUBCONTRACTING

- A. CONTRACTOR agrees to bind each and every subcontractor to the terms of the Contract Documents as far as the terms are applicable to the subcontractor's work. Each subcontract shall contain a reference to Contract Documents, and the terms of the Contract Documents shall be incorporated into and made a part of each subcontract. If CONTRACTOR subcontracts any part of its work under the Construction Agreement, CONTRACTOR shall be responsible to OWNER for any acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and OWNER.
- B. OWNER'S consent to or approval of any subcontractor shall not in any way relieve CONTRACTOR of its obligations under the Contract Documents, and no such consent or approval shall be deemed to waive any provision of the Contract Documents.

- C. CONTRACTOR must submit with its bid a Designation of Subcontractors. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself. The substitution or addition of subcontractors shall be permitted only as authorized by Public Contract Code Sections 4100, et seq.
- D. All subcontractors shall be appropriately licensed and registered with DIR to perform the work for which employed in conformity with the laws of the State of California.
- E. In accordance with California Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Public Contract Code Section 7058), all of the work to be performed outside of the Contractor's license specialty, except "incidental" work as that term is used in Section 7059(a), shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq.
- F. A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with OWNER before the subcontractor begins work. Each subcontract will provide for termination in accordance with these General Conditions. Each subcontract shall provide for its annulment by CONTRACTOR at the order of the Architect if in the Architect's opinion the subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to this work.
- G. Nothing contained in these General Conditions shall relieve CONTRACTOR of any liability or obligation under the Contract Documents, nor shall any permissible substitution or addition of a subcontractor result in any increase in the contract price or in an extension of time for completion of the Project.
- H. CONTRACTOR shall require subcontractors to include the provisions of this article in their sub-subcontracts, if any.
- I. Each subcontract applicable to this Project is hereby assigned to OWNER, such assignment to become effective only upon termination of the Construction Agreement for cause pursuant to the Contract Documents, and only as to such subcontracts as OWNER may, in its sole discretion, select and provide written notice of such assignment, and such assignments are subject to the rights and obligations of the surety on any applicable bonds, as detailed in the Contract Documents.

ARTICLE 7 ARCHITECT'S STATUS

- A. The Architect shall be OWNER's representative during construction and shall observe the progress and quality of the Work on behalf of OWNER. The Architect shall have the authority to act on behalf of OWNER only to the extent expressly provided in the Contract Documents. The Architect shall have authority to stop work whenever necessary, in the Architect's reasonable opinion, to ensure the proper execution of the Work of the Project.
- B. The Architect shall be, in the first instance, the judge of the performance of the Work. The Architect shall exercise authority under the Contract Documents to enforce CONTRACTOR's faithful performance.
- C. The Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations. The Architect has the authority to enforce compliance with the Contract Documents and CONTRACTOR shall promptly comply with instructions from the Architect or an authorized representative of the Architect.
- D. On all questions related to quantities, acceptability of material, equipment, or workmanship, execution, progress, or sequence of work, the interpretation of plans, specifications, or drawings, and the acceptable performance of CONTRACTOR, the decision of the Architect shall govern and shall be a condition precedent to any payment, unless otherwise ordered by OWNER. CONTRACTOR shall not impair or delay the progress and completion of the Work by virtue of any question or dispute arising out of or related to the foregoing matters, or the instructions of the Architect relating to them.
- E. General supervision and direction of the Work by the Architect shall in no way imply that the Architect or its representatives are in any way responsible for the safety of CONTRACTOR or its employees or that the Architect or its representatives will maintain supervision over CONTRACTOR'S construction methods, means, or personnel other than to ensure that the quality of the finished work is in accordance with the Contract Documents.

ARTICLE 8 PROJECT INSPECTOR AND INSPECTOR FACILITIES

- A. One or more Project Inspectors ("IOR"), including specialty Inspectors as required, employed by OWNER and operating under direction of the Architect, in accordance with the requirements of the California Code of Regulations Titles 21 and 24, will be assigned to the Work. All work shall be performed under the observation of or with the knowledge of the Project Inspector. The Project Inspector shall have free access to all parts of the Work at any time. CONTRACTOR shall furnish the Project Inspector with such information as may be necessary to keep the Project Inspector fully informed regarding the progress and manner of work and the character of materials.

- B. Observations by the Project Inspector shall not in any way relieve CONTRACTOR from responsibility for full compliance with all terms and conditions of the Contract Documents, or be construed to lessen to any degree CONTRACTOR's responsibility for providing efficient and capable superintendence.
- C. The Project Inspector is not authorized to make changes in the drawings or Specifications, nor shall the Project Inspector's approval of the Work and methods relieve CONTRACTOR of responsibility for the correction of subsequently discovered defects, or from its obligation to fully comply with the Contract Documents.

ARTICLE 9 COPIES FURNISHED

CONTRACTOR will be furnished five copies of the drawings and specifications free of charge. Additional copies may be obtained for the cost of reproduction.

ARTICLE 10 OWNERSHIP OF DRAWINGS

All documents prepared on behalf of OWNER including, without limitation the Plans, Specifications, drawings, and other documents, are instruments of service of the Architect and/or its consultants and are the property of OWNER. Neither CONTRACTOR nor any Subcontractor, Sub-subcontractor, material or equipment supplier or anyone else shall own or claim a copyright in such documents. Unless otherwise indicated, the Architect shall be deemed the author of such documents. Such documents are furnished to CONTRACTOR for use solely with respect to this Project, and are not to be used for any other purpose by CONTRACTOR or any Subcontractor, Sub-subcontractor, or material or equipment supplier, or anyone claiming through them without the express written consent of OWNER. CONTRACTOR, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the documents for use in the execution of their work under the Contract Documents.

ARTICLE 11 DOCUMENTS ON WORK

- A. CONTRACTOR shall keep one copy of all Contract Documents, including addenda, change orders, shop drawings, and other modifications, and Titles 19, 21, and 24 of the California Code of Regulations, on the job at all times. The documents shall be kept in good order and accurately marked to record all changes made during construction. The documents shall be available to the Architect and its representatives at all times.

- B. CONTRACTOR shall be acquainted with and comply with all statutes and regulations as they relate to this Project. (See particularly the duties of Contractor, Title 24 California Code of Regulations, Sections 4-343.) CONTRACTOR shall also be acquainted with and comply with all provisions of the California Code of Regulations relating to conditions on this Project, particularly Titles 8 and 17.

ARTICLE 12 DRAWINGS AND SPECIFICATIONS

- A. Drawings and Specifications are intended to delineate and describe the Project and its component parts sufficiently to enable skilled and competent contractors to intelligently bid upon the work, and to carry the Work to a successful and timely conclusion.
- B. Organization of the Specifications into divisions, sections, and articles, and arrangement of drawings, shall not control CONTRACTOR in dividing the Work among subcontractors or in establishing the extent of work to be performed by any trade.
- C. The drawings and Specifications describe the work to be performed by CONTRACTOR. Generally, the Specifications describe work which cannot be readily indicated on the drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of work in the Specifications which can be adequately shown on the drawings, or to show on the drawings all items of work described or required by the Specifications even if they could have been shown.
- D. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contract Documents are intended to encompass all labor and materials, equipment, and transportation necessary for proper execution of the Work. Any item of work mentioned in the Specifications and not shown on the drawings, or shown on the drawings and not mentioned in the Specifications, shall be provided by CONTRACTOR as if shown in both.
- E. All materials or labor for the Work which are shown either by the Drawings or the Specifications (or are reasonably inferable from the Drawings or the Specifications as being necessary to complete the work) shall be provided by CONTRACTOR, whether or not the work is expressly covered in either the Drawings and/or the Specifications. It is intended that the Work be of sound, quality construction. CONTRACTOR must furnish adequate labor and materials to cover installation of all items indicated, described, or implied in the portion of the Work to be performed.

- F. Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of authorities having jurisdiction, and where referred to in the Contract Documents, such laws, ordinances, rules and regulations shall be considered as a part of the Contract Documents within the limits specified. If CONTRACTOR observes that the drawings or Specifications are contrary to applicable law, ordinance, rule or regulation, CONTRACTOR shall immediately notify the Architect in writing, and any changes deemed necessary by the Architect shall be made as provided in the Contract Documents for changes in work. If CONTRACTOR performs any work which CONTRACTOR knows or through the exercise of reasonable diligence should have known to be contrary to any law, rule, regulation, or ordinance without seeking and obtaining clarification, CONTRACTOR shall bear any and all costs arising from it, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance.
- G. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to those recognized standards.
- H. It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the Work so named with all its incidental and accessory items according to the best practices of the trade.
- I. Naming any material and/or equipment requires CONTRACTOR to furnish and install the named material/equipment, including all incidental and accessory items and/or labor necessary to achieve full and complete functioning of the material and/or equipment according to the best practices of the trade(s) involved, unless specifically noted otherwise.
- J. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures, provided however that the drawing or specification calling for the higher quality material or workmanship shall prevail, without additional cost to OWNER.
- K. In case of inconsistencies in the descriptions of work to be done, equipment to be provided or material to be used, it is intended that the more stringent, higher quality and greater quantity of work shall apply, without additional cost to OWNER.

- L. All items indicated on the drawings or in the Specifications as future items require CONTRACTOR to provide all the mechanical, electrical, and other necessary service hookups or provisions required to make the equipment function as intended. Such items shall be provided to the location where the future item is indicated to be installed.
- M. In the event of an inconsistency between the Construction Agreement or General Conditions and the other various Contract Documents, the Construction Agreement or General Conditions shall control.
- N. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and Specifications are in conflict, CONTRACTOR shall promptly notify the Architect in writing, requesting clarification. Should CONTRACTOR commence work on any part of the Work without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information. Questions regarding interpretation of drawings and Specifications shall be clarified by the Architect in writing.
- O. If CONTRACTOR or its subcontractors, material, or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work to be done under the Contract Documents which it knows, or should have known, to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance.
- P. Should clarification by the Architect be deemed new or additional work, the cost shall be adjusted as provided in these General Conditions for "Changes and Extra Work," provided however that requirements calling for the higher quality material or workmanship shall prevail without additional cost to OWNER or time adjustment.
- Q. In the event the Architect determines that CONTRACTOR's requests for clarification or interpretation are not justified, or do not reflect adequate, competent supervision or knowledge by CONTRACTOR, or by the subcontractors, CONTRACTOR shall be required to pay the Architect's reasonable and customary fees in processing and responding to such requests.

- R. Some drawings or other documents may be required of CONTRACTOR. If CONTRACTOR performs, permits, or causes the performance of any work under the documents prepared by or on the behalf of CONTRACTOR which document is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the contract price or the time for performance. In no case shall any subcontractor proceed with the work if uncertain without CONTRACTOR'S written direction and/or approval.
- S. If it is found at any time, whether before or after completion of the work, that CONTRACTOR has varied from the drawings and/or Specifications in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the Architect shall make a recommendation either: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at CONTRACTOR'S sole expense; or (2) that OWNER deduct from any amount due CONTRACTOR the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and Specifications. The Architect shall determine such difference in value. At its option, OWNER may pursue either recommendation made by the Architect.

ARTICLE 13 DETAIL DRAWINGS AND SPECIFICATIONS

- A. In case of ambiguity, conflict, or lack of information, the Architect shall furnish additional instructions, by means of drawings or otherwise, necessary for proper execution of the Work. All drawings and instructions shall be consistent with the Contract Documents, true developments of them, and reasonably inferable from them. Any additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the Architect of the relationship of the request to the critical path of construction.
- B. Work shall be executed in conformity with the Contract Documents and CONTRACTOR shall do no work without proper drawings and instructions.
- C. The Architect will furnish necessary additional details to more fully explain the work, which shall be considered as part of the Contract Documents.
- D. Should any details be more elaborate, in the opinion of CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice to the Architect within five days of receipt of the details. In case no notice is given to the Architect within five days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, the details will be considered and if found justified the Architect will either modify the drawings or shall recommend to OWNER a change order for any extra work involved.

- E. All parts of the construction shall be of the best quality of their respective kinds and CONTRACTOR shall use all diligence to become fully involved in the required construction and finish, and in no case to proceed with the different parts of the Work without first obtaining from the Architect directions and/or drawings as may be necessary for proper performance of the Work.

ARTICLE 14 SHOP DRAWINGS AND SUBMITTALS

- A. The term "shop drawing" shall be understood to include, but not be limited to detail design calculations, fabrication and installation drawings, lists, graphs, and operating instructions.
- B. CONTRACTOR shall check and verify all field measurements and shall promptly submit six copies of all shop or setting drawings, schedules, and material lists required for the work of various trades, checked and approved by CONTRACTOR.
- C. All submittals of shop drawings, catalog cuts, data sheets, schedules, and material lists shall be complete and shall conform to contract drawings and specifications. Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.
- D. Shop drawings shall be submitted at a time sufficiently early to allow review by the Architect and the Division of State Architect (DSA) if required, and to accommodate the rate of construction progress required under the Contract Documents. CONTRACTOR will be required to pay the Architect's reasonable and customary fees to expedite review of shop drawings which are not submitted in timely fashion.
- E. Calculations of a structural nature must be approved by the DSA.
- F. All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format provided by OWNER. Any shop drawing submittal not accompanied by the transmittal form, or where all applicable items on the form are not completed, will be returned for resubmittal. CONTRACTOR may authorize a material or equipment supplier to deal directly with the Architect with regard to shop drawings; however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with CONTRACTOR.

- G. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, CONTRACTOR or suppliers may obtain quantities of the shop drawing transmittal form at reproduction cost from the Architect.
- H. CONTRACTOR's review and approval of shop drawings shall include the following stamp:

"CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the engineers on this Project.

Signature of CONTRACTOR"

- I. The Architect's review of shop drawings will be limited to checking for general agreement with the Contract Documents, and shall in no way relieve CONTRACTOR of responsibility for errors or omissions contained in them, nor shall the review operate to waive or modify any provision contained in the Contract Documents. The Architect's approval of the drawings or schedules shall not relieve CONTRACTOR of its responsibility for deviations from drawings or specifications unless CONTRACTOR has called the Architect's attention to the deviations, in writing, at the time of submission, and secured the Architect's written approval.
- J. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be CONTRACTOR's responsibility.
- K. Within 21 calendar days after receipt of shop drawings, the Architect will return one or more prints of each drawing to CONTRACTOR with the Architect's comments noted on them.

- L. If prints of the shop drawings are returned to CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of the drawings will not be required. If prints of the shop drawings are returned to CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of the drawings will not be required. If prints of the shop drawings are returned to CONTRACTOR marked "REVISE AND RESUBMIT," CONTRACTOR shall revise the drawings and resubmit six copies of the revised drawings to the Architect. If prints of the shop drawings are returned to CONTRACTOR marked "REJECTED; RESUBMIT," CONTRACTOR shall resubmit six new copies of the drawing to the Architect.
- M. CONTRACTOR shall make a complete and acceptable submittal to the Architect by the second submission of drawings. OWNER shall withhold funds due to CONTRACTOR to cover additional costs of the Architect's review beyond the second submission and any other costs incurred by OWNER.
- N. Fabrication of an item shall not be commenced before the Architect has reviewed the pertinent shop drawings and returned copies to CONTRACTOR marked "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- O. No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Contract Documents. CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, equipment, and/or the required arrangements and clearances are involved.
- P. **CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM CONTRACTOR HAVING TO MAKE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS THE ARCHITECT'S REVIEW OF THE DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED IN THE CONTRACT DOCUMENTS AND CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN CONTRACTOR'S CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND 15 CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, OWNER MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.**

ARTICLE 15 SAMPLES

- A. Within 35 calendar days following award of contract, or a shorter time as circumstances require, CONTRACTOR shall furnish for approval all samples required in the Specifications, together with catalogs and supporting data required by the Architect. This provision shall not authorize any extension of time for performance of the work. The Architect shall review the samples, as to conformance with design concept of work and compliance with information given in the Contract Documents, and approve or disapprove them within 10 working days from receipt.
- B. Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.
- C. Upon demand of the Architect or OWNER, designated samples shall be submitted or tests or examinations and considered before incorporation into the Work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of CONTRACTOR.
- D. Work commenced before approval of samples subject to tests or examinations shall be at the sole risk of CONTRACTOR. CONTRACTOR alone shall bear the entire cost of repair, removal, or replacement of work commenced prior to approval of samples subject to tests or examinations.

ARTICLE 16 WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

- A. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the Work required by the Contract Documents.
- B. If CONTRACTOR observes that the Drawings and/or Specifications are at variance with any applicable law, ordinance, rule, or regulation, CONTRACTOR shall promptly notify the Architect in writing, and any changes deemed necessary by the Architect shall be made as provided in the Contract Documents for changes in work. If CONTRACTOR performs any work which CONTRACTOR knows, or through the exercise of reasonable care should have known, to be contrary to any laws, ordinances, rules, or regulations, and fails to notify the Architect, CONTRACTOR shall bear all arising costs, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance. Where Plans, Drawings, or Specifications state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying the requirements of those bodies or agencies.

ARTICLE 17 WORK AND MATERIALS

- A. Except as otherwise specifically stated in the Contract Documents, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every kind, and all other services and facilities necessary to perform and complete the Work within the time specified.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at times to ensure uninterrupted progress of the work and shall be properly stored and protected. CONTRACTOR shall be solely responsible for any damage or loss by weather, theft, or other causes to materials or work under the Contract Documents. After issuance of the Notice to Proceed by OWNER, CONTRACTOR shall place orders for materials and/or equipment as specified so that delivery may be made without delays to the Work. Upon demand from the Architect, CONTRACTOR shall furnish to the Architect documentary evidence showing that orders have been placed.
- D. In the event of failure to comply with the above instructions, OWNER reserves the right to place orders for any materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Contract Documents, and all expenses incidental to procuring the materials and/or equipment shall be paid for by CONTRACTOR.
- E. No material, supplies, or equipment for work under the Contract Documents shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest in all or any part is retained by the seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in the Work, and upon completion of all work agrees to surrender the premises to OWNER, together with all improvements and appurtenances constructed or placed by CONTRACTOR, free from any claims, liens, or charges. CONTRACTOR further agrees that neither CONTRACTOR nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract Documents shall have any right to a lien upon the premises or any improvement or appurtenance, except that CONTRACTOR may install metering devices or other equipment of utility companies or political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of the installation of any metering device or equipment, CONTRACTOR shall advise OWNER as to its owner. Nothing contained in this article however shall defeat or impair the legal right of persons furnishing material or labor to look to funds due and owing CONTRACTOR for payment. This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

- F. Title to new materials and/or equipment, and attendant liability for their protection and safety, shall remain in CONTRACTOR until incorporated in the Work and accepted by OWNER. No part of these materials and/or equipment shall be removed from their place of storage except for immediate installation in the Work, and CONTRACTOR shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to OWNER or its authorized representative.
- G. Price, fitness, and quality being equal with regard to supplies, OWNER may prefer supplies grown, manufactured, or produced in California. OWNER may next prefer supplies partially manufactured, grown, or produced in California provided the bids of suppliers or the prices quoted by them do not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, the major portion of the manufacture of the supplies is not done outside of California, and the public good will be served. (Government Code Sections 4330-4334)

ARTICLE 18 CONTRACTOR'S SUPERVISION, PROSECUTION, AND PROGRESS

- A. Unless personally present on premises where the work is being done, CONTRACTOR shall maintain competent project supervision at all times during working hours, which includes but is not limited to a Project Manager and all additional personnel necessary to maintain progress of the Project within the approved contract schedule satisfactory to the Architect. The Project Manager shall not be changed except with the written consent of the Architect. The Project Manager shall represent CONTRACTOR in its absence and all directions given to the Project Manager shall be binding on CONTRACTOR.
- B. Unless personally present on premises where the work is being done, CONTRACTOR shall maintain a competent Superintendent on the work site at all times, satisfactory to the Architect. The Superintendent shall not be changed except with the written consent of the Architect. The Superintendent shall represent CONTRACTOR in its absence and all directions given to the Superintendent shall be binding on CONTRACTOR.
- C. Before commencing the Work, CONTRACTOR shall give written notice to OWNER and the Architect of the name, qualifications, and experience of CONTRACTOR's proposed Project Manager and Superintendent. If either the Project Manager or Superintendent is found unsatisfactory by OWNER, CONTRACTOR shall replace that person with one acceptable to the OWNER.
- D. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents.

- E. Before commencing the Work, CONTRACTOR shall verify all grade lines, levels, and dimensions indicated on the Drawings and shall report any apparent error or inconsistencies to the Architect before commencing work. CONTRACTOR shall not proceed until reported apparent errors and inconsistencies are corrected or otherwise resolved by the Architect and OWNER.
- F. CONTRACTOR shall establish and maintain all construction grades, lines, and bench marks, and be responsible for their accuracy and protection.
- G. CONTRACTOR represents itself to OWNER as a skilled, knowledgeable, and experienced CONTRACTOR who will or has carefully studied and compared the Contract Documents with each other, and CONTRACTOR further represents it has or shall at once report to the Architect any errors, inconsistencies, or omissions discovered in them. CONTRACTOR shall be liable to OWNER for damage resulting from errors, inconsistencies, or omissions in the Contract Documents that CONTRACTOR either:
 - 1. Recognized and knowingly failed to report; or
 - 2. Should have recognized, and which a similarly skilled, knowledgeable, and experienced contractor would have discovered, which CONTRACTOR negligently failed to recognize and report.
- H. CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. CONTRACTOR shall take field measurements, verify field conditions, and carefully compare the field measurements and conditions and other information known to CONTRACTOR with the Contract Documents before commencing work. Errors, inconsistencies, or omissions discovered shall be reported to OWNER at once. Upon commencement of any item of work, CONTRACTOR shall be responsible for dimensions related to the item of work and shall make any corrections necessary to make work properly fit at no additional cost to OWNER. This responsibility for verification of dimensions is a non-delegable duty and may not be shifted to subcontractors or agents.
- I. Omissions from the Plans, drawings, or Specifications, or the mis-description of details of work which are manifestly necessary to carry out the intent of the Plans, drawings, and Specifications, or which are customarily performed, shall not relieve CONTRACTOR from performing such omitted or mis-described work, but they shall be performed as if fully and correctly set forth and described in the Plans, drawings, and Specifications.
- J. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately and completely with the Contract Documents.

ARTICLE 19 SUBSTITUTIONS

- A. CONTRACTOR shall follow all instructions and requirements for substitutions set forth in the Instructions to Bidders and in this article.
- B. OWNER desires that whenever possible all substitution requests be resolved prior to contract award. For that reason, no substitution requests, whether of "equal" materials, process, service, equipment, or otherwise, may be made after the bid date except by the express written permission of OWNER and on such terms as OWNER may require, or in the case of an emergency as where a specified material, process, service, equipment or other item has become unavailable through no fault of CONTRACTOR.
- C. As to any emergency substitution request, CONTRACTOR shall timely submit the request, together with substantiating data, including substitution warranties, in order to prevent delays arising from the substitution request.
- D. With respect to all proposed substitutions:
 - 1. Every substitution request shall be on the substitution request form designated by OWNER, if any, and shall be accompanied by all substantiating data.
 - 2. CONTRACTOR shall furnish with its substitution request all drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and OWNER in determining whether the proposed substitution is acceptable, including but not limited to the following:
 - a. Identify product by Specifications section and article numbers; provide manufacturer's name and address, trade name of product, and model or catalog number; list fabricators and suppliers as appropriate.
 - b. Attach product data as required by Specifications.
 - c. List similar projects using product, dates of installation, and names of Architect/Engineer and owner.
 - d. Give itemized comparison of proposed substitution with specified product, listing variations and reference to Specifications section and article numbers.
 - e. Give cost data comparing proposed substitution with specified product and amount of net change to contract sum.

- f. Identify any required license fees or royalties.
 - g. List availability of maintenance services and replacement materials.
 - h. State the effect of the substitution on the construction schedule and the effect of any changes required in other work or products; include a document waiving rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.
- 3. OWNER is not responsible for locating or securing any information which is not included in any substantiating data.
- 4. The proposed substitution must be, in the opinion of OWNER, substantially equal or better in every respect to what is specified. The burden of proof as to the quality or suitability of proposed substitutions shall be borne by CONTRACTOR.
- 5. With the assistance of the Architect, OWNER shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the OWNER shall be final and conclusive.
- 6. All substitutions shall be submitted with a substitution warranty. Any substitution requests submitted without the warranty will not be considered, but will be returned to CONTRACTOR without review or evaluation. If required by OWNER, CONTRACTOR shall provide an extended warranty for the requested substitution.
- 7. No extension of time shall be granted if the extension request arises from a request for substitution, whether by reason of delay in making the request, delay in OWNER's approval of the request, delay in obtaining other governmental approvals, delay in coordination of substitutions into or with other work or equipment, delay in obtaining the substituted items, increased time of installation or performance, or for any other reason.
- 8. Once any part or all of a substitution request has been denied, it is considered always denied.
- 9. A substitution request shall be submitted separately from any other submittal and shall be clearly marked as a "request for substitution."

10. If the substitution is accepted, CONTRACTOR shall bear all costs and be solely and directly responsible for fitting accepted substitute materials and equipment into the available space in a manner acceptable to the Architect and OWNER, and for the proper operation of the substituted equipment with other equipment with which it may be associated. In addition, CONTRACTOR shall acknowledge in writing on CONTRACTOR's letterhead, that CONTRACTOR accepts complete responsibility for additional costs required for modifications to building or other materials and equipment and additional coordination of work.
 11. Any additional time, including Architect review time, and any additional coordination, inspection, materials, equipment, labor, tools, warranty extension, or other items necessary to either accomplish a substitution or arising as a result of a substitution request will be the sole responsibility of and at the sole expense of CONTRACTOR, who will reimburse OWNER for review or redesign services associated with approval by the Architect and obtaining all required approvals by other agencies.
 12. CONTRACTOR shall also be responsible for meeting all code requirements whether local, city, county, state, federal, or other.
- E. If the substitution requested by CONTRACTOR is not substantially equal or better in every respect to that specified, in the opinion of DISTRICT, CONTRACTOR shall provide and/or perform as specified.
- F. In the event CONTRACTOR furnishes a material, process, service, or equipment more expensive than that specified, the difference in cost of such material, process, service, or equipment furnished shall be borne by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded by CONTRACTOR to OWNER.
- G. Any engineering, design, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substitution shall be borne entirely by CONTRACTOR. If a substitution is approved, any additional time required to obtain shop drawings, order materials, make modifications, perform testing, or whatever else is necessary to make the substitution function properly in place of the originally specified item shall be borne solely by CONTRACTOR. It will also be CONTRACTOR's responsibility to acquire and install the substituted item in the time frame allowed under the Contract Documents. No time extension need be granted to CONTRACTOR for any substitution, except as OWNER in its sole discretion may deem appropriate.

ARTICLE 20 PROTECTION OF WORK AND PROPERTY

- A. CONTRACTOR shall be responsible for all damages to persons or property which occur as a result of CONTRACTOR's fault or negligence in connection with performance under the Contract Documents, and for the proper care and protection of all materials delivered and work performed until completion and final acceptance by OWNER. With the exception of damage to the Work caused by "acts of God," as defined in Public Contract Code 7105, CONTRACTOR assumes the risk for damage or destruction of any or all work performed under the Contract Documents. CONTRACTOR shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and this article.
- B. CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect, and properly maintain at all times, as directed by OWNER or the Architect, or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. The name and position of the person so designated shall be reported in writing to OWNER by CONTRACTOR. CONTRACTOR shall correct any violation of safety laws, standards, orders, rules, or regulations. Upon issuance of a citation or notice of violation by the California Division of Occupational Safety and Health, the violation shall be corrected immediately by CONTRACTOR at CONTRACTOR's expense.
- C. In an emergency affecting safety of life, work, or adjoining property, CONTRACTOR is permitted to act at its discretion without special instruction or authorization from the Architect or OWNER to prevent any threatened loss or injury, and CONTRACTOR shall act if authorized or instructed by the Architect or OWNER. Any compensation claimed by CONTRACTOR for emergency work shall be determined according to the Contract Documents.

D. CONTRACTOR shall (unless waived by OWNER in writing):

1. Provide heat, covering, and enclosures necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions;
2. Take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and avoid damage to them, and repair any damage caused by construction operations;
3. When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site, and perform work which may interfere with school routine before or after school hours; enclose the work area with a substantial barricade and arrange work to cause a minimum of inconvenience and danger to students and staff in their regular school activities;
4. Provide substantial barricades around any shrubs or trees to be preserved;
5. Deliver materials to the building area over the route designated by the Architect;
6. Take preventative measures to eliminate excessive dust;
7. Confine apparatus, storage of materials, and the operations of its workers within limits indicated by law, ordinances, permits, or directions of the Architect and not unreasonably encumber the premises with materials;
8. Enforce all instructions of OWNER and the Architect regarding signs, advertising, fires, danger signals, barricades, and smoking, and require that all persons employed on the Work comply with all regulations while on the construction site;
9. Exercise reasonable care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners; if markers are disturbed, they shall be replaced by an approved civil engineer at no cost to OWNER.

ARTICLE 21 USE OF ASBESTOS OR LEAD MATERIALS/PRODUCTS

- A. CONTRACTOR shall not use any asbestos or lead containing products or materials in performing the work under the Contract Documents. Upon completion of the Project, CONTRACTOR shall certify in writing to OWNER that no asbestos or lead containing materials or products were used by CONTRACTOR or any subcontractor in performing the work required by the Contract Documents.
- B. Should asbestos containing materials be installed by CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is otherwise a part of the Project, decontaminations and removals will meet the following criteria:
 - 1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by Cal-OSHA.
 - 2. Any asbestos removal contractor shall be a Cal-OSHA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - 3. The asbestos consultant shall be chosen and approved by OWNER who shall have sole discretion and final determination in this matter.
 - 4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- C. Cost of all asbestos removal, including but not limited to the cost of an asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, and additional costs as may be incurred by OWNER shall be borne entirely by CONTRACTOR.
- D. Interface of work for the Project with work containing asbestos shall be executed by CONTRACTOR at CONTRACTOR's risk and at CONTRACTOR's discretion with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos containing materials. By execution of the Construction Agreement, CONTRACTOR acknowledges the above and agrees to hold harmless OWNER, its governing board, or other governing body, employees, agents, and the Architect and assigns for all asbestos liability which may be associated with this work. CONTRACTOR further agrees to instruct CONTRACTOR's employees with respect to the above standards, hazards, risks, and liabilities.

- E. Should lead containing materials be installed by CONTRACTOR in violation of this certification, or if removal of lead containing materials is part of the Project, decontaminations and removals will meet the criteria approved by OWNER.
- F. The cost of all removals or decontaminations resulting from the installation of materials in violation of this certification shall be at the sole expense of CONTRACTOR.

ARTICLE 22 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this Work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. The work shall be done by a qualified civil engineer approved by the Architect. "As-Built" drawings of site development and utilities' locations and inverts shall be prepared by an approved civil engineer.

ARTICLE 23 UTILITIES

- A. All utilities, including but not limited to electricity, water, gas, and telephone used on the Work, shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters if necessary, from distribution points to points on the site where the utility is necessary to perform the work. Upon completion of the Work, CONTRACTOR shall remove all temporary distribution systems.
- B. If this Project is for an addition to an existing facility, CONTRACTOR may use existing OWNER utilities, with the written permission of OWNER, by making prearranged payments to OWNER for utilities used by CONTRACTOR for construction.

ARTICLE 24 UTILITIES: REMOVAL, RESTORATION

- A. Pursuant to Government Code section 4215, OWNER assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction with respect to any main or trunkline utility facilities which are not identified in the Plans and Specifications. CONTRACTOR shall not be assessed any delay in completion of the Project caused by OWNER's failure to provide for removal or relocation of utility facilities. OWNER shall compensate CONTRACTOR for the costs of locating, repairing damage not due to CONTRACTOR's failure to exercise reasonable care, and removing or relocating any utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during the work, using the provisions of the Contract Documents on changes in the Work.

- B. This article shall not be construed to preclude assessment against CONTRACTOR for any other delays in completion of the Work. Nothing in this article shall be deemed to require OWNER to indicate the presence of existing service laterals or appurtenances whenever the presence of those utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes on or adjacent to the construction site.
- C. If while performing work under the Contract Documents, CONTRACTOR discovers utility facilities not identified by OWNER in the contract Plans or Specifications, CONTRACTOR shall immediately notify OWNER and the utility in writing.
- D. As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3, and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq.

ARTICLE 25 SANITARY FACILITIES

CONTRACTOR shall provide temporary sanitary toilet facilities as required by law and additional facilities as directed by the Project Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition and left at the site until removal is directed by the Project Inspector. Use of toilet facilities contained in the Work under construction shall not be permitted except with the approval of the Project Inspector.

ARTICLE 26 LABOR—FIRST AID

CONTRACTOR shall maintain emergency first aid treatment on the Project for all workers of CONTRACTOR or any subcontractors on the Project, and shall ensure compliance with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.).

ARTICLE 27 CHANGES AND EXTRA WORK

- A. As used in this article, the following definitions shall apply:
 - 1. "Labor" means any amount(s) paid directly to non-supervisory workers (up to and including general foreman) in the form of employee wages and benefits in order to perform the Work. These costs shall include documented payroll cost (wages, payroll taxes, fringe benefits, workers compensation) and general liability insurance as submitted and approved by OWNER.

2. "Material" means all products, equipment, and devices that are physically incorporated into the work to be performed. Any costs or equipment, facilities, or services not physically incorporated in the work to be performed but necessary for its completion shall be considered "overhead." Cash or trade discounts available to the purchaser shall be credited to OWNER. Material costs secured by other than direct purchase and billing will be the price paid to the actual supplier as determined by OWNER. Markup will not be allowed. If cost of materials is deemed excessive, the price will be determined to be the lowest current wholesale price delivered to the site, less cash or trade discount.
 3. "Equipment" costs shall include transportation and setup costs, if CONTRACTOR can substantiate that the Work could not have been performed economically with equipment already at the site. Rental costs shall not exceed rates set forth in the then-current "Rental Rate Blue Book," published by Dataquest, Inc., Palo Alto, California, as adjusted to this region. Owned equipment costs shall not exceed rates set forth in the then-current "Cost Reference Guide for Construction Equipment," published by Dataquest. Hours of usage must be documented by CONTRACTOR in order to be the basis for equipment utilization charges for Change Orders. CONTRACTOR will not be allowed to charge for idle equipment.
 4. "Overhead" means any necessary costs and expenses incurred in the performance of the Work excluding "labor," "materials," and "equipment" as defined above.
- B. Without invalidating the Contract Documents, OWNER may order extra work or make changes by altering, adding to, or deducting from the Work, and the contract sum shall be adjusted accordingly. All the work shall be subject to the conditions of the Contract Documents, except that any claim for extension of time caused by changes shall be adjusted at the time of ordering the change, with adjustments to time being made after CONTRACTOR has justified, through documentation, the impact on the critical path of the Project.
- C. In giving instructions, the Architect shall have authority to make minor changes in the Work not involving a change in cost and not inconsistent with purposes of the Project, subject to DSA approval. If so authorized by OWNER, OWNER's Representative, if one has been identified, may authorize changes in work involving a change in cost that does not exceed \$15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be performed unless pursuant to a written order from OWNER, and no claim for any addition to the contract amount or time shall be valid unless by written order of OWNER. A Change Order will not be officially approved until ratified by OWNER's Board of Trustees or other governing body.

- D. If the Architect determines that the work required to be done constitutes extra work outside the scope of the Contract Documents, the Architect shall send a request for a detailed proposal to CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five calendar days of receipt of the request for proposal. If the work is to be performed by a subcontractor, CONTRACTOR's proposal must include a bid from the subcontractor.
- E. If the Architect determines the work required does not constitute extra work, or work for which CONTRACTOR may recover additional compensation, the Architect shall so notify CONTRACTOR. If CONTRACTOR is not in agreement with the determination by the Architect, CONTRACTOR shall immediately give notice of any claim as provided in the Contract Documents. CONTRACTOR shall perform the required work in timely fashion.
- F. At the discretion of OWNER, the value of any extra work, change, or deduction shall be determined in one or more of the following ways:
1. By acceptable lump sum proposal from CONTRACTOR, a total sum for the changed work may be mutually determined by OWNER and CONTRACTOR. CONTRACTOR shall furnish a breakdown of the proposed lump sum cost satisfactory to OWNER, which shall be full and final compensation for the change, including time adjustment.
 2. By contract unit prices contained in CONTRACTOR's original bid and incorporated in the Contract Documents, or fixed by subsequent agreement between OWNER and CONTRACTOR. Where payment for Change Orders is based on unit prices stipulated in CONTRACTOR's bid, those unit prices shall constitute the total equitable adjustment due for the change. If a change is ordered in an item or work covered by a contract unit price, and the change does not involve a substantial change in the character of the work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made based upon the increase or decrease in quantity and the contract unit price. In the case of such an increase or decrease in a major bid item, the use of this basis for the adjustment of payment will be limited to that portion of the change which, together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and contract unit price. If a change is ordered in an item of work covered by a contract unit price, and the change does involve a substantial change in the character of the work from that shown on the Plans or included in Specifications, an adjustment in payment will be made in accordance with other sections of this article. Should any contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

3. Stipulated contract unit prices are those established by OWNER in the Contract Documents, as distinguished from contract unit prices submitted by CONTRACTOR, and may be used for the adjustment of contract changes. Whether set forth in the Contract Documents or subsequently agreed upon, all contract unit prices shall include overhead, profit, and increased premium on the Surety Bonds.
4. By cost of labor, material, equipment, and subcontract, plus a percentage for overhead and profit. If the value is determined by this method the following requirements shall apply:
 - (a) Daily reports by CONTRACTOR, as follows:
 - (i) General. At the close of each working day, CONTRACTOR shall submit a daily report to the Architect and the Project Inspector on forms approved by OWNER, together with applicable delivery tickets listing all labor, materials, and equipment involved for that day, and for other services and expenditures, when authorized, concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Architect and CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through CONTRACTOR.
 - (ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project supervision expenses, including for foremen and above, are not allowed.
 - (iii) Materials. The report shall describe and list quantities of materials used and unit cost.
 - (iv) Equipment. The report shall show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily costs.
 - (v) Other Services and Expenditures. Other services and expenditures shall be described in such detail as OWNER may require.

(b) Basis for Establishing Costs

- (i) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classifications which would increase the extra work cost will not be permitted unless CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- (ii) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight, and delivery. OWNER reserves the right to approve materials and sources of supply, or to supply materials to CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by OWNER.
- (iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less or where an invoice is not provided. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental sources or distributors at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently, and when not in use could be returned to its rental source at less expense to OWNER than holding it at the work site, it shall be returned, unless CONTRACTOR elects to keep it at the work site at no expense to OWNER. All equipment shall be acceptable to the Architect in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- (iv) Other Items. OWNER may authorize other items which may be required on the extra work. These items include labor, services, material, and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from CONTRACTOR or any of the Subcontractors. Detailed invoices covering all such items shall be submitted with the request for payment.
- (v) Invoices. Vendors' invoices for material, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, OWNER may establish the cost of the item involved at the lowest price which was current at the time of the report.
- (c) The following form shall be used by OWNER and CONTRACTOR as applicable to communicate proposed additions and deductions to the Contract Documents.
- (d) Extra Credit
 - (i) Material (attached itemized quantity and unit cost plus sales tax
 - (ii) Labor (attached itemized hours and rates)
 - (iii) Subtotal
 - (iv) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 10% of Item (iii) above
 - (v) Subtotal
 - (vi) CONTRACTOR's Overhead and Profit, including any increased bond costs, not to exceed 10% of Item (v)
 - (viii) Total

5. **IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES AS DETERMINED BY ANY OF THESE METHODS EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM DELAYS OR ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM ACCELERATED WORK TO AVOID DELAYS TO THE PROJECT.**
- G. For changes that increase the contract price, CONTRACTOR may include amounts for overhead and profit. CONTRACTOR's overhead (general and administrative) and profit shall include, but not be limited to additional bond costs, additional job site facilities costs, additional home and field office costs, additional administrative costs, additional cleaning, and additional project supervision costs (which includes but is not limited to a Project Manager and any and all additional personnel necessary to maintain the project progress within the approved contract schedule).
- H. CONTRACTOR'S overhead, profit, and additional bond costs on the cost of work performed by CONTRACTOR shall be a total sum not exceeding 10 percent of the cost of work.
- I. CONTRACTOR'S overhead, profit, and additional bond costs on the cost of work performed by Subcontractors of all tiers shall be a total sum not exceeding 10 percent of those costs.
- J. Subcontractors' (all tiers) overhead and profit on the cost of work performed by Subcontractor shall be a total sum not exceeding 10 percent of the cost of labor, materials, rentals, etc.
- K. Overhead and profit shall not be applied to taxes, delivery charges, and insurance by CONTRACTOR or its subcontractors or sub-subcontractors.
- L. Before CONTRACTOR is authorized to proceed with extra work or changes on the basis set forth in this Article, OWNER and CONTRACTOR shall be in complete agreement on what the term "costs" shall include and the percentage amount of fixed fee CONTRACTOR is to charge.

- M. If CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation constitutes a change, extra work, or otherwise obligates OWNER to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Contract Documents, CONTRACTOR shall notify OWNER in writing of such claim within five calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual basis for the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is based. CONTRACTOR's failure to notify OWNER within the five-day period shall be deemed a waiver and relinquishment of such a claim. If the notice is given within the specified time, the procedure for its consideration shall be as stated in these General Conditions. In the event of failure to agree, the matter shall be treated as a claim following the claims procedures in the Contract Documents.
- N. Costs which shall not be paid in Change Orders under the Contract Documents include but are not limited to interest costs of any type, claim preparation or filing costs, costs in preparing or reviewing proposed change orders or proposals, CQR's, ASI's, etc., lost revenue, lost profit, lost income or earnings, rescheduling costs, costs of idled equipment, lost earnings or interest on unpaid retainage, claims consulting costs, costs of corporate officers or staff visiting the site, fluctuation of foreign currency conversion or exchange rate costs, or loss of other business.
- O. Notwithstanding any other provision in the Contract Documents, the adjustment in the contract price, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order, including any extensions of time, unless otherwise expressly stated in the change order. The amount of any compensation due CONTRACTOR shall be calculated pursuant to this Article. The compensation shall not include any additional charges not set forth in this Article and shall not include delay damages due to processing a change order or refusal to sign a change order, or any indirect, consequential, or incidental costs, including any project management costs, extended home office and field office overhead, administrative costs, or profit except as such matters may be authorized under this Article.
- P. In furtherance of the intent to settle all change orders fully and finally at the issuance date of the change order, the following shall be expressly incorporated in writing and deemed incorporated in all change orders:

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD OR HOME OFFICE, OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER.

- Q. Within 10 days of the notice to proceed, CONTRACTOR shall submit a detailed list of the field office overhead cost components which are time related and which represent costs incurred as a direct result of time extensions. No allowance for overhead costs and no profit allowance will be allowed on the extended daily field overhead cost component of the change Order. The deviation of an extended home office overhead rate and its application to contract time extensions shall not be allowed.

ARTICLE 28 CORRECTION OF WORK BEFORE FINAL PAYMENT

- A. CONTRACTOR shall promptly remove from the premises all work identified by OWNER as failing to conform to the Contract Documents, whether incorporated or not. CONTRACTOR shall promptly replace and repair its own work to comply with the Contract Documents, without additional expense to OWNER, and shall bear the expense of making good all work of other contractors destroyed or damaged by that removal or replacement, including compensation for the Architect's additional services.

- B. If CONTRACTOR does not remove work within a reasonable time following written notification, OWNER may remove and store the material at CONTRACTOR'S expense. If CONTRACTOR does not pay the expenses of removal within 10 days, OWNER may sell the materials at auction or private sale upon 10 days' written notice, and shall account for any net proceeds after deducting all costs and expenses that should have been borne by CONTRACTOR.

ARTICLE 29 DEDUCTIONS FOR UNCORRECTED WORK

- A. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract Documents, after 10 days' written notice to CONTRACTOR, OWNER may make good such deficiencies without prejudice to any other remedy it may have.
- B. OWNER shall reduce the total contract price by the cost of making good such deficiencies.
- C. If OWNER deems it inexpedient to correct work not performed in compliance with the Contract Documents, an equitable deduction from the contract price shall be made.

ARTICLE 30 CLEANING UP

- A. CONTRACTOR shall at all times keep the work site free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove all items.
- B. Upon completion of the Work, CONTRACTOR shall clean the interior and exterior of each building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment, and remove temporary fencing, barricades, planking, sanitary facilities, and similar temporary facilities from the site.
- C. If CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost for such cleanup shall be charged back to CONTRACTOR and may be deducted from future progress or final payments.
- D. CONTRACTOR shall not include cleaning as an additional line item for change order payments. Cleaning is included in the overhead expenses included in the CONTRACTOR's and/or Subcontractor's overhead and profit percentage.

ARTICLE 31 ACCESS TO WORK

OWNER and its representatives shall at all times have access to the Work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for access so OWNER's representatives may perform their functions under the Contract Documents.

ARTICLE 32 GUARANTEE

- A. CONTRACTOR warrants that the Work, including any equipment furnished by CONTRACTOR, shall be:
1. Free from defects in workmanship and material;
 2. Free from defects in any design performed by CONTRACTOR;
 3. New, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable industry standards; and
 4. Suitable for the use stated in the Specifications.
- B. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion to verify recording with the County, and shall continue for the period set forth in the Specifications or for one year if not so specified. If during the warranty period the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.
- C. OWNER shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any damage to any other part of the Work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by OWNER and with due diligence and dispatch as required to make the Work ready for use by OWNER, ordinary wear and tear, unusual abuse, or neglect excepted. Such corrections shall include but not be limited to any necessary adjustments, modifications, changes of design (unless of OWNER's design), removal, repair, replacement, or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges, and labor as may be necessary, and cost of removal. Replacement shall be performed at a time and in such a manner so as to minimize the disruption to OWNER's use of the Work.

- D. In the event CONTRACTOR or Surety fails to commence and pursue with diligence any replacements or repairs within one week after being notified in writing, OWNER is authorized to proceed to have any defects repaired at the expense of CONTRACTOR and Surety, and CONTRACTOR and Surety agree to pay the costs and charges immediately on demand.
- E. If defective work creates a dangerous condition, in the opinion of OWNER, or requires immediate correction or attention to prevent further loss to OWNER or to prevent interruption or operations of OWNER, OWNER shall attempt to give the notice required by this Article. If CONTRACTOR or Surety cannot be contacted or neither complies with OWNER's request for correction within a reasonable time, as determined by OWNER, without regard to the provisions of this Article, OWNER may proceed to make the correction or provide the attention, and the costs of correction or attention shall be charged against CONTRACTOR. Any action by OWNER shall not relieve CONTRACTOR of the guarantees provided in this Article or elsewhere in the Contract Documents.
- F. This article does not in any way limit the guarantee on any items for which a longer guarantee is specified, or any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish OWNER with all appropriate guarantee or warranty certificates upon completion of the Project.
- G. All guarantees required under this Article shall be considered to be in writing on the guarantee provided by CONTRACTOR, and CONTRACTOR shall use the form included in the Contract Documents unless otherwise agreed by OWNER.
- H. OWNER may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 33 SURVEYS

OWNER shall furnish all surveys describing the physical characteristics, legal limitations, and utility locations for the site of the Project and a legal description of the site. Surveys to determine locations of construction, grading, and site work shall be provided by CONTRACTOR.

ARTICLE 34 SOILS INVESTIGATION REPORT

- A. When a soils investigation report has been obtained from test holes at the site, that report is available for CONTRACTOR's use in preparing its bid and work under the Contract Documents. Any information obtained from the report or any information given on drawings as to subsurface soil conditions or as to elevations of existing grades or elevations of underlying rock, is approximate only, is not guaranteed, and **is not part of the Contract Documents**. CONTRACTOR is required to make a visual examination of the site and must make whatever tests it deems appropriate to determine the actual underground condition of the soil.

- B. CONTRACTOR agrees that it will make no claim against OWNER for damages in the event that during progress of the Work, CONTRACTOR encounters subsurface or latent conditions at the site materially different from those shown on drawings or indicated in Specifications or soils reports, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered in work of the type provided for in the Plans and Specifications.
- C. If during the course of work under the Contract Documents CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, or drawings, or Specifications, CONTRACTOR shall notify OWNER of same within five working days of discovery of the condition.

WARNING: OWNER does not warrant the soils at the project site. A soils investigation report is provided for CONTRACTOR'S information only.

CONTRACTOR represents it has conducted an independent investigation of the project site and the soil conditions of the site. CONTRACTOR is solely responsible to ascertain site conditions for the purposes of determining construction means and methods before commencing construction.

ARTICLE 35 PERMITS AND LICENSES

- A. All necessary permits and licenses shall be secured and paid for by CONTRACTOR unless otherwise provided in the Contract Documents.
- B. All permits, licenses, and certificates shall be delivered to the Architect before demand is made for the certificate of final payment.
- C. CONTRACTOR shall, and shall require subcontractors to, maintain appropriate contractor's licenses in effect as required by law throughout the entire Project.
- D. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by OWNER unless otherwise specified.
- E. Permits and charges for installation and inspection of utility services by serving utilities shall be secured and paid for by OWNER.

ARTICLE 36 CUTTING AND PATCHING

- A. CONTRACTOR shall do all cutting, fitting, or patching of the Work as required to make its several component parts come together properly, and fit it to receive or be received by any work of other contractors indicated on, or reasonable implied by, the drawings and Specifications, and shall follow all directions given by the Architect.
- B. Any cost caused by defective or ill-timed work shall be borne by CONTRACTOR.
- C. CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work, and shall not cut or alter work of any other contractor except with the written consent of the Architect.
- D. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.
- E. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match the finishes, textures, and colors of the original work as closely as conditions of site and materials will allow, refinishing existing work as required, at no additional cost to OWNER.
- F. CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases, CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not against OWNER. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

ARTICLE 37 TESTS AND INSPECTIONS

- A. If the Contract Documents, OWNER's instructions, laws, ordinances, or any public authority requires any work to be specially tested or approved, CONTRACTOR shall give notice, in accordance with requirements of such authority, of CONTRACTOR's readiness for observation or inspection. Such notice shall be given at least two working days prior to being tested or covered up. If inspection is by authority other than OWNER, CONTRACTOR shall inform OWNER's Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by OWNER shall be promptly made, and where practicable, at the source of supply. If any work is covered up without approval or consent of OWNER, if required by OWNER, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense, in compliance with the Contract Documents. The cost of inspection or testing of any materials which are not in compliance with the Contract Documents shall be borne by CONTRACTOR. If the inspection or testing was paid for by OWNER, it will be charged back to and paid by CONTRACTOR. Other costs for tests and inspection of materials shall be paid by OWNER, unless otherwise provided in the Contract Documents.
- B. Where the inspection and testing will be conducted by an independent laboratory or agency, the materials or samples of materials to be tested shall be selected by the laboratory or agency, or OWNER's representative, and not by CONTRACTOR.
- C. CONTRACTOR shall notify OWNER in writing a sufficient time in advance of the manufacture of any materials to be supplied to CONTRACTOR under the Contract Documents, which materials must be tested according to the terms of the Contract Documents, in order that OWNER may arrange for testing at the source of supply. Materials shipped by CONTRACTOR from the source of supply without having satisfactorily passed testing and inspection, or prior to receipt of notice from OWNER that testing and inspection will not be required, shall not be incorporated into the Work without the prior approval of OWNER and subsequent testing and inspection.
- D. Reexamination or retesting of questioned work may be ordered by OWNER, and if so ordered any work must be uncovered by CONTRACTOR. If the work is determined to be in accordance with the Contract Documents, OWNER shall bear the costs of reexamination or retesting and replacement. If the work is not in accordance with the Contract Documents, CONTRACTOR shall bear the costs.

ARTICLE 38 EXCAVATION DEEPER THAN FOUR FEET

- A. CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation. Any such method used shall conform to applicable safety standards.
- B. If the Contract Documents involve the excavation of any trench or trenches more than four feet in depth, in advance of excavation CONTRACTOR shall submit to OWNER, or to whomever OWNER designates, 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. If the plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety of the Department of Industrial Relations, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs of the plan shall be included in the contract price. In no case shall the plan be less effective than that required by the Construction Safety Orders. No excavation of any trench or trenches shall be commenced until the plan has been accepted by CAL-OSHA and a CAL-OSHA permit for the plan is delivered to OWNER.
- C. If the Contract Documents involve digging trenches or excavations that extend deeper than four feet below the surface, the following shall apply:
 - 1. Before the following conditions are disturbed, CONTRACTOR shall promptly notify OWNER in writing of any:
 - a. Material that CONTRACTOR believes may be hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the site different from those indicated.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
 - 2. OWNER shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost or the time required for performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

3. In the event of a dispute between OWNER and CONTRACTOR concerning whether or not the conditions materially differ or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost or time required for performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 39 WORKERS

- A. At all times, CONTRACTOR shall enforce strict discipline and good order among its employees, shall not employ any unfit person or anyone not skilled in the work assigned, and shall require the same of all subcontractors of all tiers. It shall be the responsibility of CONTRACTOR to ensure subcontractor compliance with this Article.
- B. Any person in the employ of CONTRACTOR or subcontractors whom OWNER may deem to be incompetent, unfit, troublesome, or otherwise undesirable, shall be excluded from the work site and shall not again be employed on it except with written consent of OWNER.

ARTICLE 40 FINGERPRINTING WORKERS

- A. CONTRACTOR shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees and pupil safety. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of sections 45125.1 and 45125.2. To this end, CONTRACTOR must complete and submit to OWNER the certification form included in the Contract Documents for itself and its subcontractors prior to commencing work on the Project. At CONTRACTOR's expense, CONTRACTOR shall comply with any directive from OWNER specifying measures to ensure the safety of pupils, including but not limited to one or more measures described in Education Code section 45125.2(a).
- B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER's pupils, application shall be made to OWNER for a determination on that question. The determination by OWNER shall be final. In the event OWNER makes a determination of limited or less contact with pupils, CONTRACTOR shall comply with any directive by OWNER to ensure the safety of pupils, at CONTRACTOR's expense.

- C. Use of Education Code section 45125.2(a)(1), (2), or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on the application of any of these sections shall be final.
- D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

ARTICLE 41 WAGE RATES AND PAYROLL RECORDS

- A. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2, of the California Labor Code, OWNER has ascertained the general prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the work of the Project in the locality in which this public work is to be performed. The general prevailing rates of per diem wages are available at OWNER's office. CONTRACTOR is responsible to pay those rates determined to be applicable by the Director of the Department of Industrial Relations and OWNER shall not be responsible for any damages arising from the error.
- B. When permitted by law, holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.
- C. CONTRACTOR shall pay and shall cause to be paid to each worker engaged in work on the Project not less than the general prevailing rate of per diem wages, regardless of any contractual relationship which may exist between CONTRACTOR or any Subcontractor and such workers.
- D. Pursuant to Labor Code Section 1775, CONTRACTOR shall forfeit and OWNER shall withhold from payments to CONTRACTOR not more than \$200 for each calendar day any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR on the Project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates shall be paid to each worker by CONTRACTOR.
- E. Any worker employed to perform work on the Project which is not covered by any classification available in OWNER's office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

- F. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel, subsistence, apprenticeship, and similar purposes.
- G. At appropriate conspicuous points on the site of the Project, CONTRACTOR shall post job site notices prescribed by the Department of Industrial Relations, including but not limited to, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- H. CONTRACTOR shall submit a breakdown of all labor costs for this Project by trade. This breakdown shall be for all labor that CONTRACTOR or any subcontractor supplies to the Project. This information shall be provided to OWNER before the **first payment request** after the Notice to Proceed has been issued. Failure to provide the labor cost breakdown will result in delay in processing the payment request until the complete cost breakdown is provided by CONTRACTOR and received and approved by OWNER. No other labor expenses will be considered unless approved in writing by OWNER.
- I. Pursuant to the provisions of Labor Code Section 1776, CONTRACTOR shall keep and shall cause each Subcontractor performing any portion of the work on the Project to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the Project.
- J. The payroll records required under this article shall be certified and shall be available for inspection at all reasonable hours at CONTRACTOR's principal office on the following basis:
 - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;
 - 2. A certified copy of all required payroll records shall be made available for inspection or furnished upon request to a representative of OWNER, the Division of Labor Standards Enforcement, and/or the Division of Apprenticeship Standards of the Department of Industrial Relations;

3. A certified copy of all payroll records required under this article shall be made available for inspection or copies made upon request by the public; provided, however, that a request by the public shall be made through either OWNER, the Division of Apprenticeship Standards, or the Department of Industrial Relations. If the requested payroll records have not been provided pursuant to Paragraph 2 above, prior to being provided the records, the requesting party shall reimburse the costs of preparation by CONTRACTOR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at CONTRACTOR's principal office.

4. The form of certification shall be as follows:

I, _____ (*printed name*), the undersigned, am the _____ (*position in business*) with the authority to act for and on behalf of _____ (*name of business and/or CONTRACTOR*), and certify under penalty of perjury that the records or copies submitted _____ and _____ consisting _____ of _____ (*description, number of pages*) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature: _____

- K. CONTRACTOR shall file a certified copy of the required payroll records with the entity requesting the records within 10 days after receipt of a written request. In the event CONTRACTOR fails to comply within the 10-day period, as a penalty to OWNER CONTRACTOR shall forfeit \$100 for each calendar day, or portion of each calendar day, for each worker until strict compliance is effectuated. Upon request by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- L. Payroll records made available for inspection as copies and furnished upon request to the public by OWNER, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. Payroll records furnished to agencies that are included in the Joint Enforcement Strike Force on the Underground Economy and other law enforcement agencies investigating violations of law shall be unredacted. The name and address of CONTRACTOR shall not be marked or obliterated in either case.
- M. CONTRACTOR shall inform OWNER of the location of the payroll records, including the street address, city, and county, and within five working days shall provide a written notice of a change of location and address.

- N. It shall be CONTRACTOR's responsibility to ensure compliance with the provisions of this article and the provisions of Labor Code Section 1776.
- O. This project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR and all subcontractors shall be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system. To enroll in the eCPR system or obtain additional information and assistance, CONTRACTOR is directed to the DIR website at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR. CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

ARTICLE 42 APPRENTICES

- A. CONTRACTOR acknowledges and agrees that the Contract Documents are governed by the provisions of Labor Code Section 1777.5 where applicable. It shall be CONTRACTOR's responsibility to ensure compliance with this article and with Labor Code Section 1777.5 for all apprenticing occupations.
- B. Apprentices of any crafts or trades may be employed, and when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- C. Every apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which the apprentice is registered, and shall be employed only at the work of the craft or trade to which the apprentice is registered.
- D. Only apprentices as defined in Labor Code Section 3077 who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards, and who are parties to written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which the apprentice is in training, or (2) the rules and regulations of the California Apprenticeship Council.

- E. Pursuant to Labor Code Section 1777.5, CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade performing any work under the Contract Documents shall employ apprentices in at least the ratio set forth in Labor Code Section 1777.5, and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the project site for a certificate approving CONTRACTOR or Subcontractor under the applicable apprenticeship standards for the employment and training of apprentices in the area of industry affected.
- F. Prior to commencing work on the Project, CONTRACTOR shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the project site. The information submitted shall include an estimate of journeyman hours to be performed on the Project, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to OWNER if requested. Within 60 days after concluding work on the Project, CONTRACTOR and all Subcontractors shall submit a verified statement of the journeyman and apprentice hours performed on the Project to the awarding body, if requested, and to the apprenticeship program. This information shall be public.
- G. If in performing any of the Work, CONTRACTOR employs journeymen or apprentices in any apprenticeable craft or trade, CONTRACTOR shall contribute to the California Apprenticeship Council the same amount that the Director of Industrial Relations determines is the prevailing amount of apprenticeship training contributions in the area of the Project, subject to any credits permitted by law.
- H. If CONTRACTOR or any Subcontractor is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Labor Code Section 1777.5, it shall:
 - 1. Forfeit as a civil penalty an amount not exceeding \$100 (\$300 for knowing subsequent violations) for each full calendar day of noncompliance. Notwithstanding Labor Code Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Labor Commissioner, OWNER shall withhold the amount of the civil penalty from contract progress payments then due or to become due.
 - 2. In lieu of the monetary penalty, for a first-time violation and with the concurrence of a specified apprenticeship program, the Labor Commissioner may order CONTRACTOR or any Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

3. In the event CONTRACTOR or any Subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny CONTRACTOR or any Subcontractor, and their responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and up to three years for a subsequent violation.

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

- I. CONTRACTOR and all Subcontractors shall comply with Labor Code Section 1777.6, which forbids certain discriminatory practices in the employment of apprentices.
- J. CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Labor Code Sections 1777.5, 1777.6, and 1777.7, and Title 8, California Code of Regulations, Section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

ARTICLE 43 HOURS OF WORK

- A. CONTRACTOR shall furnish, and shall require all Subcontractors to furnish, sufficient forces to ensure the Work is prosecuted in accordance with the detailed project schedule without payment of overtime wage rates whenever possible.
- B. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by CONTRACTOR, or by any subcontractor, upon the Work or upon any part of the work contemplated by the Contract Documents is limited and restricted to eight hours per day and 40 hours during any one week. Upon completion of all hours worked in excess of eight hours per day, work shall be permitted upon this Project at not less than one and one-half times the basic rate of pay.
- C. CONTRACTOR shall keep, and shall cause all subcontractors to keep, an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all reasonable hours to the inspection of OWNER and to the Division of Labor Standards Enforcement, Department of Industrial Relations.

- D. Saturdays, Sundays, holidays (including all OWNER designated holidays), and any day with work hours before 7:30 a.m. and/or after 4 p.m. shall be considered overtime for OWNER's representatives, consultants, and inspectors, and shall be compensated as such by CONTRACTOR per OWNER's submitted invoice. Such cost shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.
- E. As a penalty, CONTRACTOR shall pay \$25 to the Department of Industrial Relations or OWNER for each worker employed by CONTRACTOR or by any subcontractor in the performance of the Contract Documents for each calendar day during which the worker is required or permitted to work more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- F. Any work performed before or after regular working hours or on Saturdays, Sundays, or holidays (including all OWNER designated holidays) shall be performed without additional expense to OWNER. Should inspection or testing services be necessary on a Saturday, Sunday, or holiday (including all OWNER designated holidays), CONTRACTOR shall pay all additional expenses incurred. Such cost shall be billed to CONTRACTOR and deducted from the next payment.
- G. CONTRACTOR shall anticipate work that would occur outside the normal work hours of 7:30 a.m. to 4 p.m. Such activities would include but are not limited to early morning concrete pours (because of hot weather), early or late material deliveries, required off-site inspections, or any other activity that would require the Project Inspector or OWNER personnel to work longer than an eight-hour day.
- H. The Project Inspector cannot be asked to leave the Project after eight hours of work so CONTRACTOR would not have to pay overtime. If the extended work day is a result of CONTRACTOR'S work, the Project Inspector will perform its DSA assigned work as necessary to assure the Project is kept on schedule and CONTRACTOR is responsible to pay all costs associated with fulfilling these DSA assignments, including the Project Inspector's overtime. These costs shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.

ARTICLE 44 NONDISCRIMINATION

In the performance of the terms of the Contract Documents, CONTRACTOR agrees that it will not engage in or permit any Subcontractor it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

ARTICLE 45 COST BREAKDOWN AND PERIODICAL ESTIMATES

- A. On forms approved by OWNER, CONTRACTOR shall furnish the following:
1. Within 10 calendar days of award of contract, a detailed estimate giving a complete breakdown of contract price for each Project or site, which shall include all Subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values; and
 2. A periodical itemized estimate of work done for the purpose of making partial payments; and
 3. A schedule of estimated monthly payments due CONTRACTOR within 10 days of request by OWNER.
- B. Values employed in making up any of these schedules are subject to the Architect's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price unless OWNER in its sole discretion so elects.

ARTICLE 46 PAYMENTS

- A. Unless otherwise specified in writing, each month within 30 days after receipt by OWNER of the monthly progress schedule and the certification of application for payment by the Architect, OWNER shall pay to CONTRACTOR a sum equal to 95 percent of the value of work performed and materials delivered subject to or under the control of OWNER and unused up to the last day of the previous month, less aggregate previous payments. In its sole discretion, OWNER may also deduct from these payments any amounts deemed due from CONTRACTOR.
- B. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made.

- C. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate shall be attached to and made a part of the payment request filed with OWNER. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only.
- D. If within three days after written demand the Architect fails to deliver such certificate, CONTRACTOR may file its payment request with OWNER without the certificate, but the request shall be accompanied by a statement that demand was made for the certificate and was refused. OWNER will then either allow the payment request as presented or shall by an order entered on the minutes of OWNER state the reasons for refusing to make payment.
- E. Work completed as estimated shall be an estimate only and no inaccuracy or error in an estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of the Contract Documents, and OWNER shall have the right to subsequently correct any error made in any estimate for payment.
- F. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT REQUESTS PROCESSED OR ANY PAYMENT FOR WORK PERFORMED SO LONG AS CONTRACTOR HAS FAILED TO COMPLY WITH ANY LAWFUL OR PROPER DIRECTION CONCERNING THE WHOLE OR ANY PORTION OF THE WORK GIVEN BY OWNER OR THE ARCHITECT.
- G. OWNER has discretion to require from CONTRACTOR any of the following information with the application for payment: (1) certified payroll covering the period of the prior application for payment, (2) unconditional waivers and releases from all Subcontractors/suppliers for which payment was requested under the prior application for payment, (3) receipts or bills of sale for any items. In addition, upon submittal of the first payment request, a complete per diem wage rate breakdown for all trades must be submitted in order for the payment request to be processed.
- H. PAYMENT BY OWNER OF ANY PAYMENT REQUEST IS NOT AN INDICATION THAT OWNER HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK, NOR SHALL PAYMENT CONSTITUTE A WAIVER IN ANY RESPECT OF ANY OWNER RIGHTS.
- I. The final payment of 5 percent of the value of the work done under the Contract Documents, if unencumbered, may be made 35 days after the Notice of Completion is recorded by OWNER. ACCEPTANCE WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OR OTHER GOVERNING BODY OF OWNER IN ACCORDANCE WITH THE PROVISIONS ON "COMPLETION."

- J. Unless otherwise agreed in writing, on or before making request for final payment of the undisputed amount due under the Contract Documents, CONTRACTOR shall submit to OWNER the following in writing:
1. Information on CONTRACTOR's results in attaining compliance with the OWNER's three percent participation goal for Disabled Veterans Business Enterprises;
 2. A summary of all claims for compensation under or arising out of the Contract Documents, stating whether the claims are settled or unsettled and the amounts of the claims, and further specifying the date(s) upon which any required protest and/or notice was given to OWNER;
 3. A written release of all claims against OWNER arising by virtue of the Project, the Work, and the Contract Documents. Payment of undisputed amounts is contingent upon receipt of this waiver.

ARTICLE 47 PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

- A. All transportation and utility services not later than the 20th day of the calendar month following the month in which the services are rendered;
- B. Ninety-five percent of the cost of all materials, tools, and other expendable equipment, not later than the 20th day of the calendar month following the month in which the materials, tools, and equipment are delivered to the project site, and the balance of the cost not later than the 30th day following completion of that part of the work in which the materials, tools, and equipment are incorporated or used; and
- C. To each of its subcontractors the respective amounts allowed CONTRACTOR on account of work performed by each subcontractor not later than the fifth day following each payment to CONTRACTOR.

ARTICLE 48 PAYMENTS WITHHELD

- A. In addition to any amount(s) which OWNER may retain under the article entitled "PAYMENTS," OWNER may withhold sufficient amount(s) of any payment(s) otherwise due to CONTRACTOR, as in its judgment may be necessary to cover the following:

1. Payments which may be past due and payable for claims against CONTRACTOR or any Subcontractors at any level for labor or materials furnished in the performance of work under the Contract Documents.
2. Defective work not remedied.
3. Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
4. Completion of work if there exists a reasonable doubt that the work can be completed for the balance then unpaid.
5. Damage to another contractor.
6. All costs and expenses associated with OWNER having to acquire alternate educational facilities if CONTRACTOR fails to complete the Project within the period of time required by the Contract Documents.
7. Project schedule not up-to-date with the current payment request.
8. Overtime charges due consultants, Project Inspectors, the Architect, and OWNER or others as a result of extra services that were provided at CONTRACTOR's request or as a result of actions of CONTRACTOR or those employed by CONTRACTOR, including subcontractors, material suppliers, or others will be withheld from current payment requests.
9. CONTRACTOR agrees that OWNER may withhold 150 percent of the estimated cost of any additional testing or retesting required as a result of the fault or negligence of CONTRACTOR, or Subcontractors, vendors, or suppliers, until such time as OWNER receives confirmation that payment for such additional testing or retesting has been made.
10. Failure to maintain a current record set of drawings. The drawings shall be updated to the date when the payment request is submitted.
11. Failure to submit daily reports.
12. Failure to submit items required to accompany payment requests at initial and final completion.
13. Failure to submit and keep current any construction schedule required by the Contract Documents.
14. Failure to compensate the Architect for substitution review within the required time period.

15. Failure to compensate OWNER for overtime charges for OWNER representatives and employees incurred as a result of services provided during the current payment period.
 16. Failure to compensate OWNER and/or the Architect for the cost of review time to evaluate CONTRACTOR'S proposed solutions to effect repair of work not in accordance with Contract Documents.
 17. Failure to submit per diem wage rates for all trades pursuant to appropriate provisions of the General Conditions.
 18. Penalties for violation of labor laws.
 19. Cost of site clean-up.
 20. Required payments to indemnify, hold harmless, or defend OWNER.
 21. Compensation for unpaid extra services for the Architect caused by CONTRACTOR.
 22. Compensation for unpaid extra services for the Project Inspector, including but not limited to re-inspection required due to CONTRACTOR's failed tests, installation of unapproved or defective materials, or CONTRACTOR's requests for inspection and failure to attend the requested inspection.
 23. Any liquidated damages, forfeiture of fees, or other damages assessed against CONTRACTOR by reason of failure to complete the Project on time.
- B. OWNER may apply the withheld amount(s) to the payment of any claims or obligations at its discretion. In so doing, OWNER shall be deemed the agent of CONTRACTOR and any payment made by OWNER shall be considered to be a payment made under the Contract Documents by OWNER to CONTRACTOR, and OWNER shall not be liable to CONTRACTOR for the payments made in good faith. The payments may be made without prior judicial determination of the claim or obligations. OWNER shall submit to CONTRACTOR an accounting of the funds disbursed on behalf of CONTRACTOR.

ARTICLE 49 SUBSTITUTION OF SECURITIES

- A. Pursuant to the provisions of Public Contract Code section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure its performance under the Contract Documents. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the Project, the securities shall be returned to CONTRACTOR.
- B. Securities eligible for investment under this article shall include those listed in Government Code section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER.
- C. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest.
- D. All expenses relating to the substitution of securities under Public Contract Code section 22300 and this article, including but not limited to OWNER's overhead and administrative expenses and expenses of escrow agent, shall be CONTRACTOR's responsibility.
- E. Should the value of the substituted security at any time fall below the amount for which it was substituted, or any other amount which OWNER determines to withhold, CONTRACTOR shall immediately and at CONTRACTOR'S expense deposit additional security qualifying under Public Contract Code section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Contract Documents.
- F. In the alternative, under Public Contract Code section 22300, at its own expense, CONTRACTOR may request OWNER to make payment of earned retention funds directly to the escrow agent.
- G. All escrow agreements shall be in conformance with the Escrow Agreement for Security Deposits in Lieu of Retention set forth in Public Contract Code section 22300, and shall be in the form of agreement provided by OWNER unless otherwise agreed in advance.

ARTICLE 50 PROGRESS SCHEDULE

- A. Immediately after being awarded the Construction Agreement, CONTRACTOR shall prepare an estimated progress schedule and submit it to OWNER for review. The schedule shall indicate the beginning and completion dates of all phases of construction.
- B. The schedule shall be updated at reasonably required intervals throughout the Project, unless specifically required to be updated at more frequent intervals.
- C. Additional scheduling requirements may be contained in the attached Supplemental General Conditions.
- D. While OWNER does not discourage efforts by CONTRACTOR to accomplish an early completion of the Project, CONTRACTOR is directed to utilize and schedule the entire construction period set forth in the Construction Agreement. Any portion of the construction period not so scheduled shall be considered “float” and used the same as other float under the Contract Documents.

ARTICLE 51 EXTENSION OF TIME—LIQUIDATED DAMAGES

- A. The parties understand and agree that the goodwill, educational process, and other business of OWNER will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, CONTRACTOR shall be assessed the sum s e t forth in the Contract Documents per day as liquidated damages for each and every calendar day until the work required under the Contract Documents is complete. CONTRACTOR will pay to OWNER or OWNER may retain such damages from amounts otherwise payable to CONTRACTOR. For purposes of this article, the Work shall be considered “complete” in accordance with the provisions of the article on “COMPLETION,” except that the work may be considered complete without formal acceptance by the OWNER’s governing board or other governing body so long as the governing board, at its next regularly scheduled meeting, accepts the work.

- B. Providing CONTRACTOR has protested and/or given notice of delays on the Project as required by these Contract Documents, CONTRACTOR shall not be charged for liquidated damages as set forth above because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. OWNER shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the facts justify an extension. OWNER's findings of fact shall be final and conclusive on the parties. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Any dispute pertaining to a request for time or assessment of liquidated damages shall be resolved pursuant to the provisions on resolution of construction claims in the Contract Documents.
- C. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary to incur any costs and/or expenses, or if OWNER receives any claims by other contractors, subcontractors, or third parties claiming time or other compensation by reason of CONTRACTOR's failure to complete work on time, CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees, whether related to the acquisition of facilities or caused by the delay in completion. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.
- D. Within 10 days of the beginning of any delay (unless OWNER grants in writing a further period of time to file notice prior to the date of final completion of the Project), CONTRACTOR shall notify OWNER in writing of the causes for the delay. Failure to give the required notice in writing within the time provided shall be interpreted as a failure by CONTRACTOR to properly administer the Contract Documents, Project, and Work, and shall constitute a waiver by CONTRACTOR of all claims of any kind and nature, without limitation, arising from the delay. In addition to this notice, in any instance where CONTRACTOR claims delay was caused by OWNER, the Architect or Architect's consultants, Inspector of Record, Division of State Architect, or anyone claimed to be an agent of them, and as a precondition to any right to claim additional time, prior to making any request for time, CONTRACTOR shall have satisfied the obligation of the Contract Documents to protest the delay.
- E. Extensions of time shall be based solely upon the effect of delays to the work as a whole and will not be granted unless CONTRACTOR can demonstrate through analysis of the current updated schedule that the delay was caused by one of the causes for which an extension is authorized. A time extension will not be granted unless CONTRACTOR submits a Time Impact Analysis which utilizes networking

techniques (fragments) and a written analysis of the facts which are alleged to have caused the delay. Time extensions will not be allowed for delays to parts of the work not on the critical path of the currently approved monthly updated construction schedule. Time extensions will not be granted until all available float, slack, or contingency time on the Project is used and the end date of the Work is moved beyond the current adjusted contract completion date. CONTRACTOR's sole remedy for delay or extensions of time in all cases except those due to unanticipated or unreasonable delay caused by OWNER shall be an extension of the contract time at no cost to OWNER. Additional scheduling requirements in cases of delay or requests for time may be included in supplementary conditions.

ARTICLE 52 OCCUPANCY

OWNER reserves the right to occupy buildings and/or portions of the site at any time before completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. Beneficial occupancy of building(s) does not commence any warranty period or entitle CONTRACTOR to any additional compensation due to such occupancy, or affect in any way or amount CONTRACTOR's obligation to pay liquidated damages for failure to complete the Project on time.

ARTICLE 53 CONTRACT CLOSEOUT

- A. Utility Connections: The building and/or buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.
- B. Record Drawings:
 - 1. CONTRACTOR shall keep the following:
 - a. One complete set of blue line prints of all drawings which form a part of the Project in good order and available on the job site. They shall be used only for the purpose intended. Drawings shall be kept up-to-date as the Work progresses and shall be available at all times for inspection.
 - b. One set of annotated Specifications reflecting any and all changes to the original documents from change orders, substitutions, or any other deviations from the original specifications.
 - 2. The intent of this procedure is to obtain an exact "as built" record of the work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all

record drawings:

- a. Any work not installed as indicated on drawings.
 - b. The exact locations and elevations of all covered utilities, including valves, cleanouts, etc.
3. CONTRACTOR shall certify to OWNER the accuracy of the record drawings and annotated Specifications and is liable and responsible for inaccuracies in as-built and/or record drawings and the annotated Specifications, even if they do not become evident until a future date.
 4. Upon completion of the Work and correction of all punch list items and as a condition precedent to approval of final payment, CONTRACTOR shall obtain the Architect's review of the marked up record set of prints and annotated Specifications and employ an appropriately trained individual to transfer the as- built information to a form of electronic media, acceptable to the Architect and OWNER, containing the original Drawings. CONTRACTOR shall provide the electronic as-built drawings to the Architect. When as-built information has been transferred to the acceptable electronic medium and the record drawings have been reviewed by the Architect, CONTRACTOR shall pay for a duplicate set of contract drawings to be used for CONTRACTOR's record drawings. Those final corrected record drawings shall also be saved on electronic media, in a format designated by OWNER, and shall be given to OWNER. Reproduction expenses for the drawings shall be paid for by CONTRACTOR out of the allowance and any difference returned to OWNER.
 5. CONTRACTOR shall deliver to the Architect three complete sets of operating manuals, repair parts lists, and service instructions for all electrical and mechanical equipment, together with equipment warranties.
- C. Maintenance Manuals: At least 30 days prior to final inspection, three copies of complete operational and maintenance manuals shall be submitted for review. All installation, operating, and maintenance information and drawings shall be bound in 8½ x 11" binders, indexed with tabs, and include tables of contents. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in case of emergencies. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

D. Inspection Requirements:

1. Before calling for final inspection, CONTRACTOR shall determine that the following work has been performed:
 - a. General construction has been completed;
 - b. Mechanical and electrical work complete, fixtures in place, connected and ready for tryout and test;
 - c. Electrical circuits scheduled in panels and disconnect switches labeled;
 - d. Painting and special finishes complete;
 - e. Doors complete with hardware, cleaned of protective film, in good working order without sticking or binding;
 - f. Tops and bottoms of doors stained/painted and sealed;
 - g. Floors waxed and polished as specified;
 - h. Broken glass replaced and glass cleaned;
 - i. Grounds cleared of CONTRACTOR'S equipment, raked clean of debris, and trash removed from site;
 - j. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
 - k. Finished and decorative work shall have marks, dirt, and superfluous labels removed;
 - l. All flatwork shall have all stains removed including but not limited to oil, gas, rust, paint, etc.
2. Final inspection will be made by the Architect and specified OWNER personnel upon written notification from CONTRACTOR that work has been completed. CONTRACTOR must prearrange a final inspection with OWNER and Project Inspector. There should be a minimum of seven days' notice to OWNER and Project Inspector before the final inspection is scheduled. CONTRACTOR shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from CONTRACTOR that all items have been corrected the Architect and Project Inspector or OWNER will reinspect for final acceptance of the Project. Failure of CONTRACTOR to complete punch list items will necessitate further reinspection by the Architect and Project Inspector or OWNER. Cost of reinspection will be deducted from the amounts owing to CONTRACTOR.

3. Deliver keys (labeled) to OWNER's representative. Master keys shall be accounted for in writing.
 4. Furnish a letter to OWNER stating that a responsible representative of OWNER (give name and position) has been instructed in working characteristics of mechanical and electrical equipment.
- E. Guarantee: Upon completion of final inspection, CONTRACTOR is to submit the guarantee to OWNER as specified in the Contract Documents.
- F. Manufacturer Warranties: CONTRACTOR shall deliver 10 days prior to final inspection, original manufacturer warranties for all materials, equipment and/or supplies purchased and/or installed under the Contract Documents.
- G. Equipment Training: Prior to final inspection, CONTRACTOR is responsible for providing the appropriate training for a minimum of two personnel of OWNER for each trade for the newly installed mechanical and electrical equipment required under the Contract Documents.
- H. Contract Closeout Items Specified Within this Article are Mandatory: The parties agree that, should the required items not be furnished to OWNER, as stated or within 30 days of completion of all other work, OWNER will suffer damage which damage will be difficult, impossible or impractical to assess. For that reason, in accordance with Government Code Section 53069.85, the parties agree the following sums shall be assessed as fixed and liquidated damages and not as a penalty:
1. Record Drawings—\$25,000 or 10 percent of contract price, whichever is less;
 2. Maintenance Manuals—\$5,000 or 10 percent of contract price, whichever is less;
 3. Guarantee—\$25,000 or 10 percent of contract price whichever is greater;
 4. Manufacturer Warranties—\$5,000 for each product or 10 percent of contract price whichever is greater;
 5. Equipment Training—\$10,000 for each system or 10 percent of contract price whichever is greater.
- I. In addition, the Notice of Completion will not be filed until either such amounts are paid or the items are provided. However, OWNER may also elect to file the Notice of Completion and pay retention after deducting such amounts. If CONTRACTOR disputes the amounts or OWNER's right to withhold these amounts, OWNER may withhold up to 150 percent of the disputed amount.

ARTICLE 54 COMPLETION

- A. OWNER shall accept the completion of the Project when all of the following conditions have been met:
1. The entire Work or Project (including all phases if a project is phased) including minor corrective items is completed to the satisfaction of OWNER;
 2. The final DSA report has been filed with the State;
 3. By action of its governing board or other governing body, OWNER has accepted the Project to be complete.
 4. The Notice of Completion for the entire Project has been filed and recorded.
- B. A final walk-through of the Project to determine completion of the Work and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete, including minor corrective items.
1. CONTRACTOR's Project Manager and Superintendent(s) shall attend the final walk-through. A representative(s) of OWNER shall also attend.
 2. Should OWNER incur any costs by reason of an erroneous or premature claim of completion by CONTRACTOR that results in a premature walk-through, OWNER may withhold such costs from any money due or to become due to CONTRACTOR.
 3. Any incomplete or corrective items shall be identified in the final walk-through of the Project.
 4. Incomplete and corrective items identified in any walk-through shall be completed before CONTRACTOR calls for a subsequent walk-through, which shall be treated as and bear the same consequences as the initial call for a walk- through.
- C. Alternative Process: OWNER shall have the option in its sole discretion to accept completion of the Work and have the Notice of Completion recorded when the entire Work is completed to OWNER's satisfaction, except for minor corrective items as distinguished from incomplete items.
1. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, it shall be on the following conditions:
 - a. The entire Work or Project (including all phases if a project is phased), excluding minor corrective items, is complete to OWNER's satisfaction;

- b. The final DSA report shall be filed with the State as soon as appropriate;
 - c. By action of its governing board or other governing body, OWNER has accepted the Project to be complete.
 - d. The Notice of Completion for the entire project has been filed and recorded.
2. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, there shall be a final walk-through of the Project, as follows:
- a. Final walk-through shall be made upon a valid claim by CONTRACTOR that the Project is complete, excepting only minor corrective items;
 - b. CONTRACTOR's Project Manager and Superintendent(s) shall attend the final walk-through. OWNER may be represented by anyone designated by OWNER's Representative, including but not limited to the Project Inspector, management, and/or representatives from Maintenance and Operations;
 - c. Should OWNER incur any costs by reason of an erroneous or premature claim of completion by CONTRACTOR that results in a premature walk-through, OWNER may withhold such costs from any money due or to become due to CONTRACTOR.
 - d. All remaining work, including minor incomplete or corrective items, shall be identified in the final walk-through of the Project;
 - e. Incomplete and corrective items identified in any walk-through shall be completed before CONTRACTOR calls for a subsequent walk-through, which shall be treated as, and bear the same consequences as, the initial call for a walk-through.
3. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, and if CONTRACTOR fails to complete the minor corrective items prior to the expiration of a 35-day period immediately following recording of the Notice of Completion, OWNER shall withhold from the final payment an amount equal to 150 percent of the estimated cost, as determined by OWNER, of each incomplete or corrective item until such time as the item is completed.
4. If at the end of an additional 30-day period, there are items remaining to be corrected, OWNER may elect to:

- a. Permit additional time for completion;
 - b. Complete the Work at the expense of CONTRACTOR, deducting the cost of work from any amounts being withheld.
- 5. CONTRACTOR shall have no claim or offset as against OWNER arising or in any way connected with an election by OWNER not to accept completion of the Work until the entire Work or Project, including minor corrective items, has been completed to OWNER's satisfaction. The time taken by CONTRACTOR to complete the Work or Project, including minor corrective items, shall be a basis for assessment of liquidated damages as provided in the Contract Documents, and is not affected by any decision by OWNER to occupy all or any portion of the Work prior to completion.

ARTICLE 55 CLAIMS FOR DAMAGES

- A. If CONTRACTOR claims compensation for any damage allegedly sustained by reason of any acts or omissions of OWNER or its agents, CONTRACTOR shall submit to the ARCHITECT a written statement of the damage sustained and potential for damage yet to be sustained. Such written statement shall be submitted, either within five days after the act or omission by OWNER or its agents is discovered or reasonably should have been discovered, or within five days after first sustaining damage, whichever comes first. On or before the 15th day after the act or omission was discovered, or the first damage was sustained, whichever comes first, CONTRACTOR shall file with OWNER a detailed and itemized statement indicating the factual basis in support of its claim and the amount of damage. IF CONTRACTOR FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS ARTICLE CONCERNING THE SUBMISSION OF STATEMENTS, ITS CLAIM FOR COMPENSATION SHALL BE FORFEITED AND INVALIDATED AND IT SHALL NOT BE ENTITLED TO CONSIDERATION FOR PAYMENT ON ACCOUNT OF ANY SUCH DAMAGE.
- B. In no event shall CONTRACTOR be permitted to reserve rights to make or pursue claims of any kind, whether for compensation in any form, or for time extensions, without the OWNER's express written consent. Any attempt to make such reservation or otherwise avoid the effect of this article shall be void and of no force or effect whatsoever.

- C. Any change order executed by CONTRACTOR with such reservation or other language of qualified acceptance shall be read and interpreted as though such language did not exist. No action by OWNER is required to invalidate such language, and no oral communication or other act or omission by OWNER or anyone acting on OWNER's behalf, except OWNER's express written consent, shall be construed as acquiescence in or consent to such reservation or other qualified acceptance language.
- D. CONTRACTOR shall diligently proceed with performance of the Work, and OWNER shall continue to make payment of undisputed amounts, during any time period while claims are pending.

ARTICLE 56 RESOLUTION OF CONSTRUCTION CLAIMS

- A. All claims by CONTRACTOR shall be submitted to the Architect for decision. Within a reasonable time, the Architect shall make decisions on all claims and on all other matters relating to the execution and progress of the work. The decisions of the Architect shall not be binding, but shall be advisory only.
- B. Except for tort claims, all claims by CONTRACTOR of \$375,000 or less shall be subject to the settlement and arbitration provisions in Public Contract Code Section 20104, et seq. Only claims as to which timely notice was given, and which were identified by CONTRACTOR and listed as "unresolved" in connection with CONTRACTOR's request for final payment, may be pursued. All other CONTRACTOR claims are deemed waived.
- C. "Claim" means a separate demand for a time extension, or for payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for, or the claimant is not otherwise entitled to, or claims as to the amount of a payment which is disputed by OWNER. For this Project, "claim" shall also include any dispute between OWNER and CONTRACTOR, whether concerning time, damages, compensation, or any other matters. The claim shall be in writing, shall include the documents necessary to substantiate the claim, shall be filed on or before the date of final payment, and shall be subject to all time limits and notice requirements for filing claims under the Contract Documents.
- D. For claims less than \$50,000:
 - 1. OWNER shall respond to the claim in writing within 45 days of receipt of the claim or may request in writing within 30 days additional documentation which, if required, shall be provided. Additional information shall be provided upon mutual agreement of OWNER and CONTRACTOR.

2. OWNER's written response to the claim shall be submitted within 15 days after receipt of the further documentation or within a time period equivalent to that taken by CONTRACTOR to provide the additional documentation, whichever is greater.
- E. For claims over \$50,000 and less than or equal to \$375,000:
1. OWNER shall respond to the claim in writing within 60 days of receipt of the claim or may request in writing within 30 days additional documentation which, if required, shall be provided. Additional information shall be provided upon mutual agreement of OWNER and CONTRACTOR.
 2. OWNER's written response to the claim shall be submitted to CONTRACTOR within 30 days after receipt of further documentation or within a period of time no greater than that taken by CONTRACTOR in producing the additional documentation, whichever is greater.
- F. If CONTRACTOR disputes OWNER's written response or OWNER fails to respond within a timely fashion, within 15 days after the response or failure to respond CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. The informal conference shall be scheduled within 30 days.
- G. If the claim or any portion of the claim remains in dispute, CONTRACTOR may file a Government Code claim. For those purposes, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits its written claim until the time that the claim is denied as a result of the meet and confer process.
- H. After compliance with these provisions, should any legal action be pursued, the provisions relating to mediation and arbitration contained in Public Contract Code Section 20104.4 shall be followed. By mutual agreement and prior to resort to the courts the parties may refer the claim to mediation before a competent mediator knowledgeable in the area of public works contracting.
- I. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:
1. All such actions as are required by these procedures are to be completed prior to any resort to judicial action.

2. In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.
 3. In the event the parties are unable to agree on a mediator, the mediator will be selected by application to the Superior Court of the County in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.
 4. The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.
- J. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this article. Pending resolution of the dispute, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Contract Documents nor stop the progress of the work, and CONTRACTOR'S sole remedy shall be the procedures set forth in this article.

ARTICLE 57 PERFORMANCE/PAYMENT BOND

- A. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish a Performance Bond, and for any contract of \$25,000 or more, a Payment Bond, each in an amount equal to 100 percent of the price stated in the Contract Documents. All bonds shall be provided by a corporate surety admitted in California. Personal sureties and unregistered sureties are unacceptable. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the Contract Documents and through such extended period as permissible to cover latent conditions.
- B. All surety companies with a minimum rating of "A minus, VIII," ("A minus V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858, and admitted in California shall be presumed to be satisfactory to OWNER for the issuance of bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in California Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds.

ARTICLE 58 INSURANCE REQUIREMENTS

- A. CONTRACTOR shall provide the following insurance coverages, which shall remain in full force and effect during the Project:
1. Workers' Compensation;
 2. Comprehensive General Liability;
 3. Comprehensive Auto Liability;
 4. Asbestos Abatement (on all modernization projects and on any other projects where asbestos-containing products may be affected by construction);
 5. Course of Construction/Builder's Risk.
- B. All insurance companies must meet the following criteria:
1. California admitted, as confirmed by the California Department of Insurance, or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI list")
 2. A minimum rating of "A-,VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.
- C. All CONTRACTOR'S insurance policies shall name OWNER's governing board or other governing body, OWNER's consultants, the Architect, and the Architect's consultants, their officers, agents and employees as additional insureds with regard to damages and defense of claims arising from:
1. Activities performed by or on behalf of the Named Insured;
 2. Products and completed operations of Named Insured;
 3. Premises owned, leased or used by the Named Insured;
 4. The ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the Named Insured.

- D. Should CONTRACTOR fail to provide insurance as required by the Contract Documents, OWNER may, at OWNER's option, take out and maintain at the expense of CONTRACTOR, insurance in the name of CONTRACTOR, or subcontractor, as OWNER may deem proper. OWNER may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to CONTRACTOR under the Contract Documents.
- E. Insurance coverage shall not be less than the following:
1. WORKERS' COMPENSATION
 - a. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.
 - b. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.
 - c. CONTRACTOR shall at all times maintain workers' compensation insurance for all of its employees engaged in work under the Contract Documents, on or at the site of the Project. In case any of its work is sublet, CONTRACTOR shall require the subcontractor to similarly provide workers' compensation insurance for all of the subcontractors' employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by CONTRACTOR's insurance. In case any class of employees engaged in work under the Contract Documents, on or at the site of the Project, is not protected under the workers' compensation statutes, CONTRACTOR shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. CONTRACTOR shall file with OWNER certificates of its insurance protecting workers and a 30-day notice shall be provided to OWNER before the cancellation or reduction of any policy of CONTRACTOR or subcontractor. CONTRACTOR shall submit proof of insurance and provide endorsements on the forms provided by OWNER or on forms approved by OWNER.
 - d. The certificate shall reflect coverage in at least the following amounts:
 - (1) State workers' compensation statutory benefits policy—limits of not less than \$1,000,000.

- (2) Employer's liability policy—limits of not less than \$1,000,000.

2. COMMERCIAL GENERAL LIABILITY

- a. CONTRACTOR shall take out and maintain such commercial general liability insurance as shall protect CONTRACTOR and OWNER from all claims for personal injury, including accidental death, to any person (including, as to OWNER, injury or death to CONTRACTOR's or subcontractor's employees), as well as from all claims for property damage arising from operations under the Contract Documents, in amounts set forth in this article.
- b. CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar general commercial liability insurance in like amounts.
- c. Coverage must be written on an occurrence versus a "claims made" form with policy limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per project on bodily injury and property damage, and include coverage for the following:
 - (1) Premises - operations;
 - (2) Contractual liability;
 - (3) Products;
 - (4) Completed operations;
 - (5) Broad form property damage including explosion, collapse, and underground coverages;
 - (6) Personal injury;
- d. In the event of any payment under the Commercial General Liability Policy, the insurer shall be subrogated to the extent of such payment to all the insured's rights of recovery, but the insurer shall have no rights of subrogation against OWNER, OWNER's consultants, the Architect, and the Architect's consultants, their elected or appointed officials, or employees, except as respects the negligence of OWNER, the Architect, and Architect's consultants.

3. COMPREHENSIVE AUTO LIABILITY INSURANCE

Such insurance shall have combined single limits of not less than \$1,000,000, bodily injury, property damage, including coverage for owned, non-owned and hired autos.

4. ASBESTOS ABATEMENT

- a. Must be occurrence coverage versus "claims made" coverage.
- b. \$1,000,000 per occurrence with not less than \$2,000,000 annual aggregates limits required.
- c. Certificates of insurance must specify "asbestos abatement."

5. COURSE OF CONSTRUCTION (COC)/BUILDER'S RISK INSURANCE

- a. When required by OWNER, on new school construction project, CONTRACTOR may be required to provide builders risk coverage with limits equal to 100 percent of the insurable value of the Project, including all items of labor and materials in or adjacent to the structure insured, all materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by CONTRACTOR, the cost of which are included in the cost of the Work. Such insurance shall be maintained for the life of the Contract.
- b. If required by OWNER, CONTRACTOR shall maintain a Builder's Risk Completed Value Form providing all risk coverage, naming CONTRACTOR and OWNER as insureds and subcontractors to all levels as additional insureds, as their respective interests appear.
- c. A maximum deductible of \$5,000 per occurrence will be allowed on projects. CONTRACTOR shall be responsible for any deductibles under the property insurance policy.
- d. The builder's risk insurance limits shall initially be for the full amount of the Project price shown in the Agreement document and shall be maintained in full force and effect at all times between the signing of the contract and final acceptance of the completed work by OWNER at an amount equaling the estimated cost to OWNER of rebuilding.

6. CONTRACTOR shall be responsible for payment of any deductibles under any of the above named coverages.

ARTICLE 59 PROOF OF INSURANCE COVERAGE

- A. CONTRACTOR shall deliver in triplicate proof of carriage of required insurance. This proof shall be presented with the required Payment and Performance Bonds and return of other Contract Documents.
- B. CONTRACTOR shall not commence work or allow any subcontractor to commence work under this contract until CONTRACTOR has obtained all required insurance and certificates, which shall be delivered to and approved by OWNER.
- C. Certificates and insurance policies shall include the following:
 1. A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to certificate holder stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 30 days after the date of mailing the notice."
 2. Transcripts from the policies authenticated by the proper office of the insurer evidencing, in particular, those insured, the extent of the insurance, the location of and the operations to which the insurance applies, expiration date, and cancellation and reduction notice.
 3. A statement that OWNER is a named additional insured under the policy described and that the insurance policy shall be primary to any insurance or self- insurance maintained by OWNER.
- D. OWNER shall be named as certificate holder and additional insured and all certificates with endorsements shall be forwarded in triplicate to OWNER.
- E. In the event of modification or cancellation of the policy or policies during the periods of coverage stated in this article, 30 days' prior written notice of such cancellation shall be delivered or mailed by certified mail, return receipt requested, to OWNER.
- F. Acceptance of the certificates of insurance shall not relieve or decrease CONTRACTOR's liability. Insurance coverage in the minimum amounts set forth in the Contract Documents shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude OWNER from taking such other actions as are available to it under any other provisions of the Contract Documents or otherwise in law.

ARTICLE 60 INDEMNIFICATION

- A. CONTRACTOR shall hold harmless, defend, and indemnify OWNER, the Architect, and Inspector of Record and the officials, officers, employees, volunteers, and agents, and each of them, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, agents, consultants, and subcontractors arising out of or in connection with the performance of the Work or the Contract Documents, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. At CONTRACTOR's own cost, expense, and risk and with counsel reasonably satisfactory to OWNER, CONTRACTOR shall defend any and all such suits, actions, or other legal proceedings of every kind that may be brought or instituted against OWNER, the Architect, Inspector of Record, and their directors, officials, officers, employees, agents, or volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against OWNER, the Architect, Inspector of Record or their directors, officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse OWNER, the Architect, Inspector of Record and their directors, officials, officers, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection with any suit, action, or legal proceeding, or in enforcing the indemnity provided under this Article.
- B. CONTRACTOR shall require each subcontractor to hold harmless, defend, and indemnify OWNER, the Architect, Inspector of Record and their officials, officers, employees, volunteers and agents, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, or willful misconduct of subcontractor its officials, officers, employees, agents, consultants and subcontractors arising out of or in connection with the performance of the Work or the Contract Documents, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. At subcontractor's own cost, expense and risk, subcontractor shall defend any and all such suits, actions, or other legal proceedings of every kind that may be brought or instituted against OWNER, the Architect, Inspector of Record, and their directors, officials, officers, employees, agents or volunteers. Subcontractor shall pay and satisfy any judgment, award, or decree that may be rendered against OWNER, the Architect, Inspector of Record, or their directors, officials, officers, employees, agents or volunteers, in any such suit, action, or other legal proceeding. Subcontractor shall reimburse OWNER, the Architect, Inspector of Record, and their directors, officials, officers, employees, agents, and volunteers, for any and all legal expenses and costs incurred by each of them in connection with any suit, action, or legal proceeding, or in enforcing the indemnity provided under this article.

- C. The obligations of this Article expressly include but are not limited to the obligations of indemnification and defense of OWNER, the Architect, Inspector of Record, and their directors, officials, officers, agents and employees arising in any manner out of any claims against them brought by other contractors, subcontractors, material suppliers, or other third parties alleging any of them owe the claimant either time, compensation, or damages due to any act, omission, or occurrence caused or contributed to in any degree by CONTRACTOR or any of its subcontractors.

ARTICLE 61 ASSIGNMENT

CONTRACTOR shall not assign any rights, delegate any duties, transfer, convey, sublet, or otherwise dispose of the Construction Agreement or of its rights, title, or interest in or to the Construction Agreement or any part of it. If CONTRACTOR assigns, transfers, conveys, sublets, or otherwise disposes of the Construction Agreement or its right, title, or interest in it, or any part of it, any attempted or purported assignment, transfer, conveyance, sublease, or other disposition, shall be null, void, and of no legal effect whatsoever, and at OWNER's option the Construction Agreement may be terminated, revoked, and annulled, and OWNER shall then be discharged from any and all liability and obligations to CONTRACTOR, and to its purported assignee or transferee, arising out of the Construction Agreement. This expressly includes but is not limited to any attempts to create "pass through" or similar rights for subcontractors to pursue claims directly against OWNER.

ARTICLE 62 SEPARATE CONTRACTS

- A. OWNER reserves the right to let other contracts in connection with this Work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall coordinate its work with those other contractors.
- B. If any part of CONTRACTOR's work depends upon work of any other contractor for proper execution of results, CONTRACTOR shall inspect and promptly report in writing to the Architect any defects in the other contractor's work that render it unsuitable for proper execution or results. CONTRACTOR's failure to inspect and report shall constitute its acceptance of any other contractor's work as fit and proper for reception of its work except as to defects which may develop in another contractor's work after execution of CONTRACTOR's work.
- C. To ensure proper execution of CONTRACTOR's subsequent work, CONTRACTOR shall measure and inspect work already in place and shall report in writing to the Architect any discrepancy between executed work and the Contract Documents.

- D. CONTRACTOR shall ascertain to CONTRACTOR's satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by OWNER in connection with the Project, in order that CONTRACTOR may perform the work in light of any other contracts. Nothing contained in the Contract Documents shall be interpreted as granting to CONTRACTOR exclusive occupancy of the Project site. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, OWNER shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that the contractors may proceed simultaneously. OWNER shall not be responsible for any damage suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the Project, or caused by any decision or omission of OWNER regarding the order in performing or coordinating the contracts.

ARTICLE 63 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause:

- A. OWNER may serve upon CONTRACTOR and its surety written notice of OWNER's intention to terminate the Construction Agreement, without prejudice to any other right or remedy, upon the occurrence of any of the following circumstances:
1. If CONTRACTOR refuses or fails to pursue the Work or any part with sufficient diligence to ensure its completion within the time specified, or any extension of time;
 2. If CONTRACTOR refuses or fails to complete the Work within the time required;
 3. If CONTRACTOR is adjudged a bankrupt, or makes a general assignment for the benefit of its creditors;
 4. If a receiver is appointed on account of CONTRACTOR's insolvency;
 5. If CONTRACTOR persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified, except in cases for which extension of time is provided;

6. If CONTRACTOR fails to make prompt payment to subcontractors or for material or labor;
 7. If CONTRACTOR persistently disregards laws, ordinances, or instructions of OWNER;
 8. If CONTRACTOR or its SUBCONTRACTORS violates any of the provisions of the Contract Documents.
- B. The notice of intent to terminate shall contain the reasons for termination.
- C. Unless the identified condition(s) or violation(s) ceases and arrangements satisfactory to OWNER for correction are made within 10 days after service of the notice, the Construction Agreement may be terminated, in the total discretion of OWNER. In that event, CONTRACTOR shall not be entitled to receive any further payment until the Work is completed.
- D. In the event of OWNER's election to terminate, OWNER shall immediately serve written notice of termination upon CONTRACTOR and upon surety on CONTRACTOR's Performance Bond, and the surety shall then have the right to take over and perform this contract; provided however that if within seven days after service upon the surety of the notice of election to terminate, the surety does not give OWNER written notice of its intention to take over and perform the Construction Agreement, or does not commence performance within 15 days after the date of service of the notice of termination by OWNER on surety, OWNER may take over and complete the Work by contract or by any other method it deems advisable.
- E. CONTRACTOR and its surety shall be liable to OWNER for any excess cost or other damages incurred by OWNER. If OWNER takes over the Work as provided above, OWNER may exclude CONTRACTOR and the surety from the premises, or any portion of the premises, and take control of the premises without liability and without affecting the liability of CONTRACTOR and the surety for completion of the Work. In addition, OWNER may take possession of and utilize in completing the Work any materials, appliances, equipment, and other property belonging to CONTRACTOR on the work site necessary for completion of the Project, without liability.
- F. If the unpaid balance of the contract price exceeds the expense of finishing the Work, including without limitation compensation for additional architectural, managerial, inspection, and administrative services, the excess shall be paid to CONTRACTOR. If the expense exceeds the unpaid balance, CONTRACTOR shall pay the difference to OWNER. Any expenses incurred by OWNER, and any damage incurred through CONTRACTOR's default, shall be certified by the Architect.

- G. These provisions are in addition to and not a limitation on any other rights or remedies available to OWNER.

Termination for Convenience:

- H. OWNER has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from OWNER of such termination for OWNER's convenience, CONTRACTOR shall:
1. Cease operations as directed by OWNER in the notice;
 2. Take any actions necessary, or that OWNER may direct, for the protection and preservation of the Work; and
 3. Maintain any insurance provisions required by the Contract Documents.

In case of termination for OWNER's convenience, CONTRACTOR shall be entitled to receive payment from OWNER for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of termination for convenience, OWNER shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to OWNER.

ARTICLE 64 NO WAIVER

The failure of OWNER in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents, or to exercise any option conferred in them, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 65 EXCISE TAXES

If any transaction under the Contract Documents constitutes a sale on which a federal excise tax is imposed under federal excise tax law, and the sale is exempt from the excise tax because it is a sale to a state or local government for its exclusive use, upon request OWNER will execute a certificate of exemption which will certify that (1) OWNER is a political subdivision of the State for the purpose of such exemption, and (2) the sale is for the exclusive use of OWNER. No excise tax for such materials shall be included in any bid price.

ARTICLE 66 NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Contract Documents may result in the creation of a possessory interest. If a possessory interest is vested in a private party to the Contract Documents, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 67 ASSIGNMENT OF ANTITRUST ACTIONS

A. Public Contract Code Section 7103.5(b) provides:

“In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (OWNER) 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. Sect. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

B. For itself and all subcontractors, CONTRACTOR agrees to assign to OWNER all rights, title, and interest in and to all such causes of action CONTRACTOR and all subcontractors may have under the Contract Documents. This assignment shall become effective at the time OWNER tenders final payment to CONTRACTOR, and CONTRACTOR shall require assignments from all SUBCONTRACTORS to comply with this requirement.

ARTICLE 68 PATENTS, ROYALTIES, AND INDEMNITIES

CONTRACTOR shall hold harmless OWNER and its governing board or other governing body, officers, agents, and employees from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work of the Contract Documents, including its use by OWNER, unless otherwise specifically provided in the Contract Documents and unless such liability arises from the sole negligence, active negligence, or willful misconduct of OWNER.

ARTICLE 69 STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, CONTRACTOR and any subcontractor connected with the performance of the Contract Documents involving the expenditure of public funds in excess of \$10,000, including, but not limited to the cost of administration of the Contract Documents, shall be subject to examination and audit by the State of California, either at the request of OWNER or as part of any audit of OWNER, for a period of three years after final payment is made under the Contract Documents.

ARTICLE 70 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

ARTICLE 71 NOTICE AND SERVICE

- A. Any notice from one party to the other under the Contract Documents shall be in writing and shall be dated and signed by the party giving the notice or by a duly authorized representative of the party. Any notice shall not be effective for any purpose unless served in one of the following ways:
- B. If notice is given to OWNER, by personal delivery to OWNER or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to OWNER and sent by registered or certified mail with postage prepaid.
- C. If notice is given to CONTRACTOR, by personal delivery to CONTRACTOR or to CONTRACTOR's superintendent at the Project Site, or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under the Contract Documents, and sent by registered or certified mail with postage prepaid.
- D. If notice is given to surety or other persons, by personal delivery or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to the surety or person at the address last communicated by the surety or other person to the party giving notice, and sent by registered or certified mail with postage prepaid.

11-SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

Delete in its entirety Paragraph B of Article 58 of the General Conditions, on criteria for insurance companies, and use the following provisions:

B. All insurance companies must meet the following criteria:

1. U.S. Treasury listed;
2. California admitted, as confirmed by the California Department of insurance, or listed in the Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List");
3. All insurance companies with a minimum rating of as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858, and admitted to do business in California shall be presumed to be satisfactory to OWNER for the issuance of insurance.

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #:
OWNER:

Delete in its entirety Article 50 of the General Conditions, on Progress Schedule, and use the following provisions:

ARTICLE 50 SCHEDULING REQUIREMENTS

A. The construction schedule is an integral part of the Work. Failure by CONTRACTOR to comply with these provisions constitutes failure by CONTRACTOR to satisfactorily complete any and all portions of the Work performed during the time period(s) of noncompliance.

B. The Architect and OWNER will set the time and location for any preconstruction meeting. Attendance by CONTRACTOR's management personnel responsible for the management, administration, and execution of the project is mandatory for any meeting convened. CONTRACTOR's baseline construction schedule shall be submitted prior to any preconstruction meeting called on the Project. Failure by CONTRACTOR to have CONTRACTOR's responsible project personnel attend any preconstruction meeting will be grounds for default by CONTRACTOR pursuant to the Contract Documents. No separate payment will be made for CONTRACTOR's attendance at the meeting. The Notice to Proceed will only be issued on or after completion of any preconstruction meeting.

C. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of the Contract Documents. The Work shall be executed with such progress as required to prevent any delay to other contractors working at the site, the Project milestones, and Project completion as required by the Contract Documents. Should CONTRACTOR fail to comply with these provisions, progress payments may be stopped until OWNER determines to its satisfaction that CONTRACTOR is in compliance with these provisions.

D. CONTRACTOR is required to employ or retain the services of a Construction Scheduler. The Construction Scheduler shall have not less than three years of verifiable experience as the person primarily responsible for preparing and maintaining detailed project schedules on projects of the same or similar size and nature as this project. The Construction Scheduler is required to attend all meetings relating to scheduling and progress of the Work. If the Construction Scheduler leaves the employment of CONTRACTOR, CONTRACTOR will be required to fulfill the requirements of this paragraph within 15 days. As used in these provisions, "days" means consecutive calendar days unless noted otherwise.

E. Within 10 days after the Notice to Proceed, CONTRACTOR shall provide the following for OWNER'S review and acceptance:

1. Identification, qualifications, and experience of CONTRACTOR's Construction Scheduler and all other members of CONTRACTOR's scheduling staff.
2. References of not less than two other previous projects on which CONTRACTOR's Construction Scheduler has utilized Critical Path Method ("CPM") scheduling.
3. A description of the scheduling system to be utilized.

F. CONTRACTOR shall use commercially available software of the most recent version of *Sure Trak Project Manager* by Primavera Systems, Inc., *Primavera Project Planner* by Primavera Systems, Inc., or equal, and shall submit to OWNER a 3.5-inch data disk with all network information contained on it, in a format readable by a DOS system utilizing Windows software. OWNER will use a *Sure Trak*, *Primavera*, or equal software program for review of CONTRACTOR's schedule.

G. CONTRACTOR shall submit the baseline construction schedule pursuant to the submittal requirements of the Contract Documents prior to the preconstruction meeting. The preconstruction meeting will not be convened until CONTRACTOR's baseline construction schedule has been determined to meet the requirements of the Contract Documents.

H. CONTRACTOR shall prepare the baseline construction schedule as a CPM schedule in the Precedence Diagram Method (activity-on-node) format. The baseline construction schedule shall depict a workable plan showing the sequence, duration, and interdependence of all activities required to represent the complete performance of all work on this Project. The baseline construction schedule shall begin with the projected date of issuance of the Notice to Proceed and conclude with the date of final completion per the project duration specified in the Contract Documents. The baseline construction schedule shall include detail of all project phasing, staging, and sequencing, including all milestones necessary to define beginning and ending of each phase or stage. The submittal requirements include:

1. A complete time-scaled network diagram showing all of the activities, logic relationships, and milestones comprising the schedule.
2. A tabular listing of all the activities, showing for each activity the identification number, description, duration, early start, early finish, late start, late finish, total float, and all predecessor and successor activities for the activity described.

3. An allowance per month reflecting anticipated "normal" inclement weather.
4. A 3.5 inch floppy disk containing the schedule data of the baseline schedule.

I. Within 20 days after issuance to CONTRACTOR of the Notice to Proceed, CONTRACTOR shall submit to OWNER a detailed schedule for the first 90 days of work after the Notice to Proceed, as well as a general approach for the remainder of the work. When revised, the preliminary project schedule will represent CONTRACTOR's planned means, methods, and sequences for performance of the work during the first 90 days after the Notice to Proceed and is to be incorporated as the first 90 days of CONTRACTOR's detailed project schedule.

J. As part of the submittal of the preliminary project schedule, CONTRACTOR shall include for review and acceptance a schedule of costs assigned to each activity of the preliminary project schedule. The total of the assigned costs shall equal the project value specified in the Construction Agreement document.

K. When accepted by both OWNER and the Project Inspector, the preliminary project schedule shall form part of the basis by which the progress of work is measured. Submittal and approval of the preliminary project schedule is a condition precedent to the issuance and payment of progress payments. No progress payments will be made until the preliminary project schedule has been accepted by both OWNER and the Project Inspector.

L. The preliminary project schedule shall be updated monthly during the first 90 days after the Notice to Proceed or until the detailed project schedule is accepted as a part of the payment application process. All appropriate reports and the network diagrams required by these provisions shall be submitted.

M. CONTRACTOR shall prepare and submit to OWNER the detailed project schedule within 45 days after issuance to CONTRACTOR of the Notice to Proceed. The CONTRACTOR shall prepare the detailed project schedule as a CPM schedule in the Precedence Diagram Method (activity-on-node) format.

N. Form and Format of Initial Submittal, Revisions, and Updates:

1. The detailed project schedule shall include a time scaled network diagram for the full network of activities. Network diagrams shall be based on early start and early finish dates of activities shown. The network diagram shall be prepared on (E) size sheets (30 inches by 42 inches), shall have a title block in the lower right-hand corner, and a time line on each page.

2 The detailed project schedule shall include activity data reports. Each report shall include the activity number, original duration, remaining duration, calendar identification, activity percent complete, identification codes, description, early or actual finish, late start, late finish, and total float. Required reports include:

- a. Activity sort by activity number from lowest to highest;
- b. Activity sort by the amount of total float, then in order of activity number;
- c. Activity sort by early start for the next 90 days, then in order of activity number;
- d. Predecessor/successor report including all predecessors, successors, and activity logical interrelationships;
- e. Activity sort by activity number, listing the activity number, description, budget cost, earned cost, with a total of the budget costs to equal the value specified in the Construction Agreement document, and the total of the earned costs to equal the agreed amount earned through the end of the update period.

3 CONTRACTOR shall also prepare and submit a time-scaled summary bar chart schedule on a single sheet that shows the total project summarized by building or area in approximately 25 activities, as agreed to by CONTRACTOR and OWNER. The summary will accurately summarize the current detailed project schedule. All contract milestones shall be shown.

4 CONTRACTOR shall submit a data disk with all of the schedule data, calculations, report formats, and graphic formats used to create the schedule submission.

O. The detailed project schedule shall show the sequence and interdependence of activities required for complete performance of the Work, beginning with the date of the Notice to Proceed and concluding with the date of final completion of the project. Use of float suppression techniques, such as preferential sequencing, special lead/lag logic restraints, extended activity times, or imposed dates shall be cause for rejection of the detailed project schedule and any revisions or updates. Any approved schedule, revision, or update having an early completion date shall show as project float the time between the early completion date and the then-current completion date as reflected in the Contract Documents.

P. The detailed project schedule shall provide OWNER with a tool to monitor and follow the progress of all phases of the Work. The detailed project schedule submitted to OWNER shall comply with all limits imposed by the scope of work, with all contractually specified intermediate milestone and completion dates, and with all constraints or sequences included in the Contract Documents. The degree of detail shall include, but not be limited to:

1. Physical and structural breakdown of the project;
2. Contract milestones, completion dates, constraints, restraints, sequences of work;
3. Type and sequence of work to be performed;
4. Purchase, submittal, submittal review, manufacturer, test, delivery, and installation activities for all major material and equipment;
5. Deliveries of OWNER-furnished equipment and/or materials in accordance with the dates or schedule windows of such items set forth in the Contract Documents or furnished by OWNER;
6. Preparation, submittal, and approval of shop and/or working drawings and material samples showing a 30-day minimum time specified for OWNER's review of normal or routine submittals;
7. Approvals required by regulatory agencies or other third parties;
8. Plans for all subcontract work;
9. Assignment of responsibility for performing specific activities;
10. Access and availability of work areas including all anticipated plant shutdowns;
11. Identification of interfaces and dependencies with preceding, concurrent, and follow-up contractors and utilities;
12. Any major testing, submission of test reports, and approval of test results;
13. Start up, testing, training, and assistance required under the Contract Documents;
14. Punch list and final cleanup; and

15. "Normal" inclement weather delay days: CONTRACTOR shall include an allowance for delays due to "normal" inclement weather per month within the detailed project schedule. The allowance may be indicated in the calendar section of the scheduling software or as a single critical path activity at the end of the project. The method of inclusion shall be clearly communicated in writing to OWNER; and

16. Identification of any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift work, such as two shift, six-day weeks, specified overtime, or work at times other than regular days or hours.

Q. With the exception of submittal activities, activity duration shall not be shorter than one working day nor longer than 15 working days unless specifically and individually allowed by OWNER. The detailed project schedule shall include submittal, submissions of construction mockups, interfaces, milestones, OWNER-mandated milestones and reviews, equipment, procurement, and material fabrication and deliveries. The number of activities will be sufficient, in OWNER's judgment, to communicate CONTRACTOR's plan for execution of the project, to accurately describe the project work, and to allow monitoring and evaluation of progress and time impacts. Each activity's description shall accurately define the work planned for the activity and each activity shall have recognizable beginning and end points. The logical relationship among activities shall be clearly indicated.

R. Float or slack time within the schedule is available without charge or compensation to whatever party or contingency first exhausts it. Float or slack time is not for the exclusive use or benefit of OWNER or CONTRACTOR but is an expiring resource available to all parties as needed to meet contract milestones and the project completion date.

S. Any submittals, utility interfaces, or any furnishing of OWNER-supplied materials, equipment, or services, which may impact any activity's construction, shall be shown as a restraint to those activities.

T. A detailed project schedule showing a project duration longer than the duration specified in the Construction Agreement is not acceptable and shall be a default by CONTRACTOR, unless expressly waived by OWNER in writing.

U. The detailed project schedule will show CONTRACTOR's plan to support and maintain the project for the entire contractual duration of the project. Should CONTRACTOR propose a shorter project duration than that specified in the Construction Agreement, a complete detailed project schedule must be submitted

reflecting the shorter duration, in complete accordance with all schedule requirements of the Contract Documents. At no cost to OWNER, OWNER may choose to accept CONTRACTOR's proposal of a project duration shorter than the duration specified, provided OWNER is satisfied the shortened detailed project schedule is reasonable and OWNER and all other entities which interface with the Project are able to support the provisions of the shortened detailed project schedule. OWNER's acceptance of a shortened project duration will be confirmed through execution of a contract change order revising the project duration and implementing all contractual requirements, including liquidated damages, in accordance with the revised duration. In the absence of an accepted shortened project duration, CONTRACTOR shall continue to maintain the completed facilities until the scheduled completion date. Acceptance of a proposed schedule reflecting an early completion date rests entirely in the discretion of OWNER.

V. The allocated cost to perform each work activity shall be noted for each activity in the detailed project schedule. The sum of the costs assigned to all activities shall equal the contract value specified in the Construction Agreement. No activity costs shall be assigned to submittals or submittal reviews. The accepted cost-loaded detailed project schedule shall constitute the schedule of values from which CONTRACTOR will formulate monthly progress payment requests.

W. OWNER will review and make comments on the detailed project schedule. Meetings will be held between OWNER, CONTRACTOR, and all major subcontractors and/or suppliers to resolve any conflicts between the detailed project schedule and the intent of the Contract Documents. The term "major subcontractors and/or suppliers" as used in these provisions shall include any subcontractor or supplier with 10 percent or more of the value of the Project. Any other subcontractor or supplier representatives whom CONTRACTOR may desire to invite, or whom OWNER may request, shall attend. Comments made by OWNER during review of the detailed project schedule will not relieve CONTRACTOR from compliance with requirements of the Contract Documents. To the extent that there are any conflicts between the approved schedule and the requirements of the Contract Documents, the Contract Documents shall govern.

X. Detailed Project Schedule Acceptance:

1. OWNER will review and return to CONTRACTOR, along with any comments, CONTRACTOR's proposed detailed project schedule with one of the following designations:

a. "Accepted"—CONTRACTOR may proceed with the project work and will receive payment for the schedule in accordance with these provisions.

b. "Accepted with Comments"—CONTRACTOR may proceed with the project work. CONTRACTOR must resubmit the schedule incorporating the comments prior to receipt of payment pursuant to these provisions. CONTRACTOR shall have a maximum of 10 working days to make the required changes and resubmit to OWNER.

c. "Not Accepted"—CONTRACTOR may elect to proceed with the project work at its own risk. CONTRACTOR will not receive any payment for any project work until the schedule is resubmitted and designated "Accepted" or "Accepted with Comments" by OWNER. CONTRACTOR shall have a maximum of 10 working days to make the required changes and resubmit to OWNER. Should CONTRACTOR elect not to proceed with the Project, or to delay any portion of the Project, any resulting delay, impact, or disruption to the Project shall be CONTRACTOR's responsibility.

2. CONTRACTOR shall revise the detailed project schedule in accordance with the review comments. Resubmittals shall be as required by these provisions on schedule submittals. Review and response by OWNER shall be given within seven days after receipt of each new submission.

Y. Should the detailed project schedule show variances from the requirements of the Contract Documents, CONTRACTOR shall make specific mention of those variations in the letter of transmittal. In the absence of specific mention of variances, CONTRACTOR will not be relieved of the responsibility for executing the Work in strict accordance with the requirements of the Contract Documents.

Z. Once accepted, the detailed project schedule becomes the record schedule which shall be used for monitoring and evaluating all facets of project performance, including but not limited to progress, changes, disruption, acceleration, and delays.

AA. The record schedule shall be reviewed by CONTRACTOR'S Project Manager and Construction Scheduler at a joint update meeting with OWNER for the purpose of verifying and agreeing upon:

1. Actual start dates for individual activities;
2. Actual completion dates for individual activities (when an activity is deemed complete, then such activity will no longer be treated as an activity affecting the critical path or successor activities on the project);
3. Cost value of accepted work reported in place;
4. Activity percent completion;

5. Incorporation of approved changes and approved time extensions;
6. Status of outstanding notices of noncompliance;
7. Remaining duration for incomplete activities;
8. Schedule adjustments for authorized change orders, revised or added activities, duration, and network logic where required;
9. The schedule data disk of the updated schedule; and
10. A tabular listing of all of the activities, showing for each activity the identification number, description, duration, early start, early finish, late start, late finish, or actual dates, total float, and all the predecessor and successor activities for the activity described.

BB. CONTRACTOR shall submit monthly update schedules to OWNER each month on a date assigned by OWNER. The proposed updated schedule prepared by CONTRACTOR shall include all information available as of the cutoff date established by OWNER. A detailed list of all proposed schedule changes (logic, duration, status, additions, and deletions) shall be submitted with the update.

CC. The monthly updated schedules shall be accompanied by a schedule narrative report. The schedule narrative report shall describe the physical progress during the report period, plans for continuing the work during the report period, actions planned to correct any negative float predictions, and an explanation of potential delays and/or problems and their estimated impact on performance and the overall project completion date. In addition, alternatives for possible schedule recovery to mitigate any potential delay shall be included for consideration by OWNER. The bound report shall follow the outline below:

1. CONTRACTOR's transmittal letter.
2. Description of problem areas.
3. Current and anticipated delays.
 - a. Cause of delay.
 - b. Corrective action and schedule adjustments to correct the delay.
 - c. Impact of delay on other activities, milestones, and completion dates.

4. Changes in construction sequences.
5. Pending items and status, including:
 - a. Permits.
 - b. Change orders.
 - c. Time Extensions.
 - d. Noncompliance notices.
6. Contract completion date(s) status.
 - a. Ahead of schedule and number of working days.
 - b. Behind schedule and number of working days.
7. Other project or scheduling concerns, including any plant shutdowns, duration of each shutdown, and analysis of any work to be performed during the shutdown period.
8. Agreed upon detail network diagram and reports.
9. Revised cost loading and cash flow Information.

DD. All network changes and status dates agreed to during a monthly update meeting shall be deemed accepted by all parties unless written objection is given by an objecting party within five days after the update meeting. For major network changes that cannot be agreed upon during an update meeting, CONTRACTOR shall submit such revisions in writing for OWNER's approval prior to inserting such changes into the network. Submissions may be in the form of marked-up networks, fragments, or schedule abstracts, provided they are submitted with a letter of transmittal.

EE. Predicated on the results of OWNER's review of the monthly update schedule and accompanying reports, CONTRACTOR may be required to revise the monthly update schedule. Conditions under which a revision will be made are as follows:

1. When a delay in the completion of any work item or sequence of work items indicates the need for an extension of the project completion or interim milestone dates by 10 working days or more.

2. When delays in submittals or deliveries or work stoppages are encountered which make replanning, rescheduling, or resequencing of the work necessary.

3. When the schedule does not represent the actual prosecution and progress of the project.

FF. Required revisions of the monthly update schedules are due within five days of notice by OWNER that a revision is required. All revisions and additions to the record schedule are subject to the review of OWNER. When the monthly schedule update or its required revision is accepted by OWNER, it then becomes the current record schedule. The current record Schedule will be used for the period from which it is accepted until its successor is submitted and accepted.

GG. OWNER will review and return to CONTRACTOR the monthly update schedule, with any comments, within 15 days of submittal. The monthly update schedule will be returned with one of the following designations:

1. "Accepted"—CONTRACTOR may proceed with the project work, and will receive payment for the schedule in accordance with these provisions.

2. "Accepted with Comments"—CONTRACTOR may proceed with the project work. CONTRACTOR must resubmit the schedule incorporating the comments prior to receipt of payment pursuant to these provisions. CONTRACTOR shall have a maximum of five working days to make the required changes and resubmit to OWNER.

3. "Not Accepted"—CONTRACTOR may elect to proceed with the project work at its own risk. CONTRACTOR will not receive any payment for any project work until the schedule is resubmitted and designated "Accepted" or "Accepted with Comments" by OWNER. CONTRACTOR shall have a maximum of five working days to make the required changes and resubmit to OWNER. Should CONTRACTOR elect not to proceed with the Project, or to delay any portion of the Project, any resulting delay, impact, or disruption to the Project will be CONTRACTOR's responsibility.

HH. As a condition precedent to any release of retention, the last update to the record schedule submitted shall be identified by CONTRACTOR as the "As-Built Schedule" and shall reflect the exact manner in which the Project was actually constructed, showing accurate and actual start and finish dates for each schedule activity.

II Forty percent of the scheduling lump sum item will be released to CONTRACTOR if requested by CONTRACTOR in the pay application following OWNER's acceptance of the detailed project schedule.

JJ. The balance of the schedule lump sum item will be released in equal monthly increments over the life of the Project if requested by CONTRACTOR following OWNER's acceptance of each monthly update. Should one or more month's updates not be accepted, payment for those months will be released upon the first following monthly update which is accepted by OWNER.

KK. Once each week, on a date established by OWNER, CONTRACTOR shall submit a progress schedule listing the activities completed and in progress for the previous week and the activities scheduled for the succeeding two weeks. The activity designations shall be consistent with the activity designations in the current record schedule. A bar chart shall be used to display the information in pictorial form.

LL. Whenever it becomes apparent from the current monthly update progress review meeting or the current record schedule that phasing, milestone, constraint, or project completion dates will not be met, CONTRACTOR shall execute some or all of the following remedial actions:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of these to eliminate the backlog of work.
3. Reschedule the work in conformance with the specification requirements.
4. For excusable delays, request a time extension in accordance with the requirements of these provisions.

MM. Prior to or concurrent with implementation of any of the above actions, and in compliance with the Contract Documents, CONTRACTOR shall notify OWNER in writing of the causes or reasons for any delay necessitating remedial action. Any resulting record schedule revisions shall be incorporated by CONTRACTOR into the monthly update schedule before the next update and described in the monthly narrative.

NN. Under no circumstances will the addition of equipment or construction forces, increasing the working hours or any other method, manner, or procedure to return to the contractually required completion date be considered justification for a change order or be treated as acceleration where the need for a remedial action has been caused by

CONTRACTOR and/or its subcontractors or suppliers, at any tier. CONTRACTOR will be responsible for all costs to OWNER and otherwise to return to the contractually required completion date.

OO. OWNER may elect to withhold progress payments until CONTRACTOR's progress indicates the milestone date(s) and/or project completion date will be met.

PP. CONTRACTOR shall submit to OWNER a written time impact analysis illustrating the influence of each delay on the project completion date in the current record schedule. Each time impact analysis shall include a fragment demonstrating how CONTRACTOR proposes to incorporate the delay into the current monthly update schedule. A fragment is defined as a sequence of new and/or activity revisions that are proposed to be added to the current record schedule or the monthly update schedule in effect at the time the delay and the method for incorporating the delay and any impact into the schedule.

QQ. Each time impact analysis shall demonstrate the estimated time impact based on the events of the delay, the date delay was experienced by CONTRACTOR, the status of construction at that point in time, and the event time computation of all activities affected by the delay. The duration used in analysis shall be that included in the latest update of the record schedule in effect at the time the delay was encountered.

RR. Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities extend the project completion date.

SS. Each time impact analysis shall be submitted within 15 days after a delay occurs. If CONTRACTOR does not submit a time impact analysis for a specific delay within the specified period of time, CONTRACTOR shall be deemed to have irrevocably waived any rights to additional time and cost for that delay.

TT. Since float time within the record schedule and updates is jointly owned, it is acknowledged and agreed that any OWNER-caused delays to the Project may be offset by OWNER-caused time savings, including but not limited to critical path submittals returned in less time than allowed in the Contract Documents, approval of substitution requests which result in a savings of time along the critical path for CONTRACTOR, etc. In the event of OWNER-caused delays, CONTRACTOR shall not be entitled to receive an extension of time or damages of any kind, until all OWNER-caused time savings are exceeded and the project completion date is also exceeded.

UU. Acceptance or rejection of each time impact analysis by OWNER shall be made within 15 days after receipt of each time impact analysis, unless subsequent meetings and negotiations are necessary. Upon acceptance, a copy of a time impact analysis signed by OWNER shall be returned to CONTRACTOR for incorporation into the schedule.

VV. Upon mutual agreement by both parties, fragments illustrating the influence of delays shall be incorporated into the record schedule during the first update after agreement is reached.

WW. In the event CONTRACTOR does not agree with the decision of OWNER regarding the impact of a delay, the dispute shall be resolved in accordance with the dispute resolution provisions of the Contract Documents.

XX. If the detailed project schedule is not submitted, or modifications made and resubmitted, or updates submitted in accordance with the time schedule set forth in these provisions, it is agreed and understood that OWNER and the Project will suffer damage. The parties understand and agree that the goodwill of OWNER and other contractors or subcontractors, the progress of the Work, the Project monitoring and other business of OWNER and overall well-being of the Project will be damaged if CONTRACTOR's scheduling duties described above are not completed within the time limits required. The parties further agree that the exact amount of damages for failure to complete the scheduling duties within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine and that regarding such damages, and in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to OWNER as fixed and liquidated damages and not as a penalty the sum of \$ for each calendar day of delay until such scheduling duties are completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR's surety shall be liable for the liquidated damages.

YY. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the scheduling duties within the time periods specified in these provisions and if as a result OWNER finds it necessary to incur, or does incur, any costs and expenses (for example, relating to additional personnel being assigned to the Project, additional consultants, additional services of the architect or his consultants, or claims by anyone affected by CONTRACTOR's delay), CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

ZZ. In addition to withholding liquidated and other damages, if CONTRACTOR continues to fail to meet its scheduling duties for a period of 30 days or more, progress payments may be withheld until such time as CONTRACTOR has complied with its duties and the submissions are reviewed and approved by OWNER.

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #:
OWNER:

Delete in its entirety Article on Disabled Veteran Business Enterprise Compliance and use the following provisions:

Each bidder must meet goals and requirements relating to participation by Disabled Veteran Business Enterprises established by OWNER, or make a good faith effort to do so, in accordance with the criteria established pursuant to Public Contract Code Section 2000(b). Documents related to compliance are included in the bid package and must be completed and returned with the bid or the bid may be deemed non-responsive.

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #:
OWNER:

Add Article on Progress Meetings, as follows:

ARTICLE PROGRESS MEETINGS

CONTRACTOR shall attend all progress meetings and take clear and complete notes of the meetings and all subjects discussed at the meetings, submitting the notes within 48 hours of the end of the meeting to the Architect for review and comment. Notes shall be kept in a manner which will permit easy tracking of the progress of each topic of discussion.

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #:
OWNER:

ARTICLE 46 PAYMENT

Delete in its entirety Paragraph A of Article 46 of the General Conditions and use the following provision:

A. This project has been designated as substantially complex. As such, Owner will retain 10% of any progress payment due to ensure satisfactory completion of the project. Each month within 30 days after receipt by OWNER of the monthly progress schedule and the certification of application for payment by the Architect, OWNER shall pay to CONTRACTOR a sum equal to 90 percent of the value of work performed and materials delivered subject to or under the control of OWNER and unused up to the last day of the previous month, less aggregate previous payments. In its sole discretion, OWNER may also deduct from these payments any amounts deemed due from CONTRACTOR.

SUPPLEMENTAL GENERAL CONDITION NO.

PROJECT TITLE/BID #:
OWNER:

12-PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **Eastside Union School District**, (referred to as "Owner"), has awarded to _____ (referred to as the "Contractor/ Principal") a contract for the work described as follows:

Exterior Painting at Tierra Bonita Elementary School/#3112

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and _____ as Surety, are held firmly bound unto Owner in the penal sum of

_____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety

Name & address of agent or representative in California, if different than above

Telephone Number of Surety, or agent or representative in California

IN WITNESS WHEREOF, we have hereto set our hands and seals on this _____ day of _____, 2024.

[SEAL]

Contractor/Principal: _____

By: _____

Print Name

Title

Surety: _____

By: _____

Print Name

Title

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

13-PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **Eastside Union School District** (referred to as "Owner"), has awarded to _____ (referred to as "Contractor/Principal") a contract for the work described as follows:

Exterior Painting at Tierra Bonita Elementary School/#3112

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, are held firmly bound unto Owner in the penal sum of _____

Dollars (\$_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of _____ year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of agent or representative in California, if different than above:

Telephone number of Surety, or agent or representative in California:

IN WITNESS WHEREOF, we have hereto set our hands and seals on this _____ day of _____, 2024.

[SEAL]

CONTRACTOR/PRINCIPAL: _____

By: _____

Print Name

Title

SURETY: _____

By: _____

Print Name

Title

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

14-WORKERS' COMPENSATION CERTIFICATE

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

Labor Code Section 3700 provides:

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

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

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

"(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing and during the performance of the work on this Project.

Contractor: _____

By: _____

Date: _____

Print Name: _____

Title: _____

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

15-GUARANTEE

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

We guarantee that the construction work described above has been performed in accordance with, and complies with, the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be required in connection with it, that may prove to be defective in workmanship or material within a period of one year from the date of acceptance of the project by Owner and the filing of the final verified report with the Division of State Architect (DSA), ordinary wear and tear excepted.

In the event of our failure to comply with these conditions within the applicable time frame as determined by Owner pursuant to the Contract Documents, in no event later than one week after being notified in writing by Owner, we authorize Owner to proceed to have the defects repaired at our expense, for which we will pay the costs and charges upon demand.

Date: _____

Contractor: _____

By: _____

Print Name: _____

Title: _____

Representative of Contractor to be contacted for Service: _____

Name: _____

Address: _____

Telephone number of Contact: _____

16-FINGERPRINTING CERTIFICATION BY CONTRACTORS

Eastside Union School District (referred to as "Owner")

Exterior Painting at Tierra Bonita Elementary School/#3112

I, _____, am an
[type or print name]

- [check one]
- ☐ Owner of the company named below
 - ☐ Partner of the partnership named below
 - ☐ President or CEO of the corporation named below
 - ☐ Principal of the joint venture named below
 - ☐ Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [check one or more]
- ☐ [For compliance with Education Code Section 45125.2(a)(1)]
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
 - ☐ [For compliance with Education Code Section 45125.2(a)(2)]
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee _____.
It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
 - ☐ [For compliance with Education Code Section 45125.2(a)(3)]
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
 - ☐ [For compliance with Education Code Section 45125.1(g).
Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

- ☐ [For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

_____ [name of contracting entity]

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

DATE: _____ SIGNATURE: _____

17-DAVIS BACON COMPLIANCE CERTIFICATION

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

I hereby certify that I will conform to the Davis Bacon Act regarding wages, on-site audits with 48-hour notice, payroll records, submittals of weekly certified payrolls to the Owner, and apprentice and trainee employment requirements.

Date: _____

Contractor: _____

By: _____

Print Name: _____

Title: _____

***[THIS FORM IS TO BE USED ON CONSTRUCTION PROJECTS
UNDER CONTRACTS ENTERED INTO OR FINANCED BY OR WITH
THE ASSISTANCE OF THE FEDERAL GOVERNMENT.]***

18-ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between Owner,

Eastside Union School District, whose address is

44938 30th Street East, Lancaster, CA 93535,

and Contractor, _____, whose address is

_____,

and Escrow Agent _____, whose address is

_____.

For the consideration set forth in this Agreement, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Agreement entered into between the Owner and Contractor for _____ in the amount of \$_____, dated _____ (referred to as the "Construction Agreement"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Construction Agreement between the Owner and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments under the provisions of the Construction Agreement, provided the Escrow Agent holds securities in the form and amount specified above.
3. When Owner makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time the escrow created under this Escrow Agreement is terminated. Contractor may direct 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 Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Owner. These expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow, and all interest earned on that interest, shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor 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 Owner to Escrow Agent that Owner consents to withdrawal of the amount sought to be withdrawn by Contractor.
7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice of the default to the Escrow Agent from Owner, Escrow Agent shall immediately convert the securities to cash and distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the work under the Construction Agreement is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Construction Agreement, Escrow Agent shall release to Contractor 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 payment of fees and charges.
9. Escrow Agent shall rely on the written notifications from Owner and Contractor pursuant to Sections 6 to 8, inclusive, of this Escrow Agreement and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of Owner

On behalf of Contractor

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent

Title

Name

Signature

Address:

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

Owner: _____

Contractor: _____

Title: _____

Title: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Escrow Agent: _____

Title: _____

Name: _____

Signature: _____

19-SHOP DRAWING TRANSMITTAL

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

The procedure governing shop drawing submittals is contained in the Contract Documents. All requirements must be followed by the Contractor. Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. The Contractor shall sequentially number each submittal, using this form.

Date: _____

Submittal No.: _____

From: _____

To: _____

This is: an original submittal ☐
 a 2nd submittal ☐
 a [] submittal ☐

Subject of Submittal: _____

Material or Equipment Designation: _____

Specification Section(s): _____

Check either (a) or (b)

- ☐ (a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions).
- ☐ (b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on attached sheet).

The Contractor has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by Contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the architect, or the engineers on this project.

Signature of Contractor or Supplier

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

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

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

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

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

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

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

Name of Contractor

Signature

Print Name

Title

Date

21-CHANGE ORDER NO.

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

To: _____

**YOU ARE HEREBY DIRECTED TO PROVIDE THE EXTRA WORK
NECESSARY TO COMPLY WITH THIS CHANGE ORDER.**

DESCRIPTION OF CHANGE: _____

AGREED COST (This cost shall not be exceeded): \$ _____

ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price: \$

Prior Change Order Totals: \$

This Change Order Amount: \$

New Contract Price: \$

ADJUSTMENTS TO TIME FOR COMPLETION:

Original completion date: _____

Prior adjustments previously agreed: _____

Time for completion of this Change Order: _____

New completion date: _____

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD OR HOME OFFICE, OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION, AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER.

This Change Order is hereby agreed to, accepted, and approved.

On behalf of Owner:

On behalf of Contractor:

Title

Title

Signature

Signature

APPROVED AS TO FORM AND CONTENT: _____

On behalf of Architect: _____

Title

Signature

Date

22-CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

*On projects including a mandatory job walk, this form must be submitted
with the bid or bidder will be declared "non-responsive"*

PROJECT TITLE/BID #: Exterior Painting at Tierra Bonita Elementary School/#3112

OWNER: Eastside Union School District

It is the Owner's intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

1. If a bidder attends the entire mandatory job walk but fails to complete this form;
2. If a bidder fails to attend the entire mandatory job walk;
3. If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance. *[NOTE: This may also lead to a determination that the bidder is non-responsive.]*

Please check one of the following:

- ☐ I attended the entire mandatory job walk
-OR-
☐ I did not attend the entire mandatory job walk.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct.

Executed at _____, California, on _____, 2024.

Firm Name: _____

Signed: _____

Print Name: _____

Title: _____

27 - IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

District Project Name: _____
District Project Number: _____
District Contract Number: _____
Contractor Name: _____

Subject to the penalties for perjury in the state of California, I (the person identified below and who has signed this certification) hereby certify that: (i) I have inherent authority or have been duly authorized by the Contractor to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☐ The Contractor is not:
- (i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) A financial institution that extends for 45 days or more credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract
- ☐ The price payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

Certifier Signature: _____

Printed Name: _____

Title: _____

Executed at: _____, California

Date Executed: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract, and/or ineligibility to bid on contracts with a public entity for three years.

SECTION 01 01 00
SUMMARY OF WORK

1.00 GENERAL

1.01 Description: Exterior Painting at Tierra Bonita Elementary School

1.02 Location: 44820 North 27th Street East, Lancaster, CA 93535

2.00 RESPONSIBILITIES

2.01 The General Contractor for this contract shall be responsible to provide all labor and materials necessary to provide for the complete and full execution of all work as delineated in the contract documents. The General Contractor shall be responsible for coordination and scheduling of all work.

2.02 The scope of work required under this contract includes, but is not limited to, the following:

1. Exterior painting of entire campus.
2. Flemish Blue at fascias, trims, doors and frames, wainscot.
3. Gray Pearl field color for walls and soffits.
4. Paint Doors & frames both sides, in and out.
5. Save & protect in place the existing mural on east wall of Building B.
6. Paint vertical pipe column supports of walkway cover Flemish Blue to match existing blue surfaces. Do not paint walkway cover decking or horizontal tube steel supports.
7. Paint Block walls at service enclosures and electrical enclosure Gray Pearl.
8. Provide continuous wainscot everywhere all sides of all buildings. Height to be typically to bottom of window sills/trim, unless noted otherwise.
9. Paint all sheds & cargo containers Gray Pearl.
10. Paint all surface mounted conduits and boxes to match color of surface they are mounted on.
11. Paint all handball walls Gray Pearl with wainscot at grout joint closest to 36" above finished surface.
12. Paint basketball backboards white (Typ. Of 9).
13. Paint all fascia/eave beams of adjacent rels along the entire length as the same color – Flemish Blue.

14. Paint all handrails and security screens black. Security screens shall be removed and reinstalled to be painted on both sides. Paint wood trim behind security screen the appropriate trim color while screens are removed.
15. Contractor shall document all painted room and building identifications and shall repaint in 12" H. lettering.
16. Side note: Reroof B with HVAC.

END OF SECTION

SECTION 01 01 60
MOBILIZATION

1.00 GENERAL

- 1.01 Preparatory Work: Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.
- 1.02 Permits: Mobilization shall also consist of obtaining all necessary permits, bonds and licenses from agencies including but not limited to the City of Lancaster, County of Los Angeles and the State of California; and payment of all fees needed for all work shown on the Plans and Specifications and as directed by the Architect.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Mobilization: Payments for mobilization shall be in compliance with Section 11 "Payment" of the Standard Specifications except that no payment for mobilization, partial or otherwise, shall be made until the Contractor has secured all necessary permits, bonds and licenses and has paid all applicable fees.

The contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization as specified herein.

END OF SECTION

SECTION 01 02 00
WORK BY OTHERS

1.00 GENERAL

- 1.01 Work By Others: The Owner, or other Contractors, or utilities may be working within the project area while this work is in progress. If so, the Contractor shall schedule the work in conjunction with such other organizations to minimize mutual interference.
- 1.02 Responsibility for Performance by Others: If any part of the work depends, for proper execution or results, upon the performance by others, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such performance that render it unsuitable for such proper execution or result of the work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the performance by others as fit and proper for the work except as to defects which may develop in the performance by others after execution of the work.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 03 00
COORDINATION OF WORK

1.00 GENERAL

- 1.01 Coordination of Work: It shall be the responsibility of the Contractor to maintain overall coordination of the work. Based on the general contract construction schedule prepared in accordance with these Specifications, the Contractor shall obtain from each subcontractor a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated in order to meet the specified time of completion of the work.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 04 50
CUTTING AND PATCHING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Execute cutting, fitting or patching of work, required to:
 - 1. Make parts fit properly.
 - 2. Uncover work to provide for installation of ill-timed work.
 - 3. Remove and replace work not conforming to requirements of Contract Documents.
 - 4. Remove and replace defective work.
 - 5. Remove samples of installed work as specified for testing.
- B. In addition to Contract requirements, upon written instructions of Architect:
 - 1. Uncover work to provide for Architect's observation of covered work.
 - 2. Remove samples of installed materials for testing, when required.
- C. Do not endanger any work by cutting or altering work or any part of it.
- D. The Contractors with structural responsibility within their scope of work shall solely execute structural cutting and patching required for this project.
- E. Minor cutting and patching will be performed by the Contractor where required for the execution of his work. Locations of all trade cutting (core boring, etc.) shall be reviewed and approved by the Project Manager and Architect.
- F. Each Contractor shall make the field measurements necessary for his work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing his material properly, the Project Manager shall be promptly notified so that the Architect may be consulted how best to resolve the difficulty. Cutting into the walls and floors, if necessary, shall be carefully and neatly performed and then be repaired in an approved manner. The Architect shall be consulted in all cases where cutting into a structural portion of the building is either desirable or necessary so that satisfactory reinforcement may be provided.
- G. Patching of all exposed architectural finishes shall be performed under the supervision of the Project Manager, but executed by the affected finish trade contractor. Cutting and patching of existing architectural finishes shall be minimized to the extent possible through careful routing and placement of new work. The Architect shall have the authority to reject substandard or unacceptable patching.

- H. Patching of openings that are cut in any fire rated walls or membranes shall be sealed tightly using approved materials only. Verify that fire rating envelopes are maintained and inspections provided prior to concealing work. Cutting and patching, if required by Agencies to verify adequacy of protection after concealment, shall be performed at no charge to the District.

1.02 SUBMITTALS

- A. Prior to cutting which affects structural safety of Project, submit written notice to the District Architect requesting consent to proceed with cutting.
- B. Should conditions of work or schedule indicate change of materials or methods, submit written recommendation to the District Architect, including:
 - 1. Conditions indicating change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required for substitutions.
 - 4. Quotations of charges or credits.
- C. Submit two (2) days in advance written notice to the District Architect designating time work will be uncovered.

PART 2 - PRODUCTS

- 2.01 PRODUCTS: Materials for replacement of work removed: comply with specifications for type of work to be done.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Inspection:
 - 1. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching.
 - 2. After uncovering work, inspect conditions affecting installation of new products.
- B. Preparation Prior To Cutting:
 - 1. Provide shoring, bracing and support as required to maintain structural integrity of work.
 - 2. Provide protection for other portions of work.

3. Provide protection from elements.
- C. Performance:
1. Execute fitting and adjustment of products to permit finished installation to comply with specified tolerances and finishes.
 2. Perform cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- D. Concrete and Masonry Coring
1. Cutting and coring of existing concrete walls, slabs and footings:
 - a. No openings or cores shall be cut in or through concrete walls, slabs or footings unless they are specifically detailed on the structural drawings. Cutting and coring shall be performed as shown in the structural detail that pertains to that opening.
 - b. All reinforcing shall be located by an independent testing laboratory at the contractors expense or by the contractor (in either case there will be no additional cost to the District), using a pacometer device, prior to cutting. At walls and elevated slabs, the location of bars shall be determined on both sides of the wall or slab.
 - c. The location of all reinforcing shall be marked with a semi-permanent mark showing where the bars are located, so it can be checked by the inspector of record, the owner, and the structural engineer prior to cutting and after the work is completed. The location of bars shall be marked far enough beyond the opening to locate the steel after the work is completed.
 - d. No openings or cores shall be cut where they will occur at or below a beam or girder support, through beams or girders, through thickened pilaster or column sections where they occur within walls, through columns or pilasters, within two feet (2'-0") of the end of a wall or wall section, nor within two feet (2'-0") of a window or door jamb.
 - e. No reinforcing bars shall be cut through unless cutting of the bars is specifically detailed on the structural drawings or reviewed and approved by the structural engineer of record.
 - f. The cutting of concrete shall be done with a saw cut or core drill. Do not over-cut the openings at the corners. The cutting at corners shall not extend beyond the opening size as detailed and marked on the wall.

- g. If a proposed opening does not match the location, size, or detail contained within the structural drawings, the architect shall be notified and the structural engineer shall review the proposed changes prior to cutting.
- h. If any bar is cut through that is not specifically detailed on the structural drawings as being cut, or bars are cut through that were not previously marked on the wall for inspection and review, the inspector of record, the architect, and the structural engineer shall be contacted prior to continuing with the work. The inspector of record, the architect, and the structural engineer shall be given adequate and reasonable time to review any changes to the documented reinforcing locations prior to continuing the work at that particular location.
- i. All conflicts between the construction documents and the actual field conditions shall be brought to the attention of the architect and the structural engineer prior to continuing the work.

END OF SECTION

SECTION 01 05 00
CONSTRUCTION SCHEDULE

1.00 GENERAL

1.01 Construction Schedule: The Contractor shall prepare a Construction Schedule as set forth in this Section. This schedule shall essentially be the same as the final project Construction Schedule required to be submitted and maintained for this project. The construction schedule shall indicate the time of starting and completion of each major phase of the project and such intermediate phases as will serve for well-defined control points. These phases and control points shall be placed in chronological order on the Construction Schedule. The schedule shall also indicate the anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project.

1.02 Authority of Contractor's Representative: The Contractor's representative shall have the authority to act on behalf of the Contractor in fulfilling the requirements of preparing the schedule in a professional and acceptable manner demonstrating competence in use of the Construction Schedule including scheduling experience on project of similar value and complexity.

1.03 Completion of Schedule Preparation: After fulfilling requirements above, the Contractor in a coordinated effort with the Owner shall complete the preparation of the schedule. The schedule shall include costs allocations for all the component activities, which make up a phase of work.

1.04 Modifications to Schedule: The Owner will return the Construction Schedule to the Contractor within ten (10) calendar days from receipt. The Contractor shall modify the schedule to include any modifications, or changes resulting from final phasing and scheduling of work items or control points.

The Contractor shall complete these modifications within five (5) calendar days from date the schedule is returned to him and shall resubmit it to the Owner for review and acceptance as the project Construction Schedule to be used during the course of construction. Upon receiving written notice from the Owner that the schedule, as revised, has been accepted, it will then become the initial approved project.

Construction Schedule by which the Contractor shall construct the reporting revision and updating procedures set forth in these Specifications to be implemented during the course of construction.

1.05 Changes: The Construction Schedule as submitted in this form shall contain no contract changes or delays, which may have occurred during the interim submittal period. Changes shall be entered at the first update revision as specified for progress reporting and updating in these Specifications.

1.06 Delays: If the Contractor's progress has fallen behind the approved Construction Schedule, the Contractor shall take such steps as may be required, including but not limited to, increasing the number of personnel, shifts, overtime operations, days of work, and amount of construction equipment until such time as the work is back on schedule.

He shall also submit for approval no later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained, all without additional cost to the Owner.

- 1.07 Schedule of Values: The construction schedule as submitted will include a schedule of values as determined by the Contractor and acceptable to the Owner.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 06 10
LINES AND GRADES

1.00 GENERAL

- 1.01 Horizontal and Vertical Control Provided by Engineer: The work shall be constructed in accordance with the lines and grades indicated on the plans. Distances and measurements except elevation and structural dimensions are given and made on horizontal planes, unless indicated otherwise. Construction staking will be performed by Contractor.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 07 00
QUALITY CONTROL

1.00 GENERAL

- 1.01 Samples: All material shall be new and of the specified quality and equal to the approved samples, if samples have been submitted. The work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these Specifications or from the Plans; and it shall be the duty of the Contractor to call the Owner's attention to apparent errors or omissions and to request instructions before proceeding with the work. The Owner may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Plans.
- 1.02 Testing at Point of Origin: At the option of the Owner, materials to be supplied under this Contract will be tested or inspected either at their place of origin or at the site of the work. The Contractor shall give the Owner written notification well in advance of actual readiness of materials to be tested or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall they preclude retesting or reinspection at the site of the work. Materials, which will require testing or inspection at the place of origin, shall not be shipped prior to such testing and inspection.
- 1.03 IOR shall be employed by District and approved by Division of the State Architect.
- 1.04 Testing Agency shall be employed by District.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 08 00
AUTHORITY AND DUTIES OF INSPECTOR

1.00 GENERAL

- 1.01 Responsibilities: Inspector will inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not alter or waive the provisions of these Specifications.
- 1.02 Authority: The inspector will inform the Owner as to the progress of the work and the manner in which it is being done; also, the inspector will call the Contractor's attention to the items observed to be in non-conformance with the Plans and Specifications. The inspector will not approve or accept portions of the work, issue instructions contrary to the Plans and Specifications, or act as foreman for the Contractor. The inspector will reject defective material and object to work observed to be improperly performed, subject to final decision by the Owner. The inspector will exercise additional authority only as authorized by the Owner.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 09 00
INSPECTION

1.00 GENERAL

- 1.01 Rejection of Defective Materials by Owner: All material and workmanship of whatever description shall be subject to the inspection of the Owner. If not in conformance with the Specifications, such material and workmanship, will be rejected by the Owner. All defective work or materials shall be removed from the premises by the Contractor, whether in-place or not, and shall be replaced or renewed as approved by the Owner.
- 1.02 Decision of Owner Final: On all questions concerning the acceptability of materials, classification of materials, execution of the work, and the determination of costs, the decision of the Owner shall be final and binding upon all parties.
- 1.03 Access to Facilities for Inspection: The Contractor shall at all times maintain proper facilities and provide safe access to all parts of the work, to the shops wherein the work is in preparation and to all warehouses and storage yards wherein equipment and material are stored for purposes of inspection by the Owner. Should work be covered up before approval or consent of the Owner, it shall, if required by the Owner, be uncovered for examination at the Contractor's expense.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 10 00
SAMPLING AND TESTING

1.00 GENERAL

- 1.01 Samples and Tests: At the option of the Owner the source of supply of each of the materials shall be approved by him before the delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as required by the Owner.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organization, and such special methods and tests as are specified in these Specifications.

- 1.02 Sampling: The Contractor shall furnish such samples of materials as are requested by the Owner, without charge. No material shall be used until it has been approved by the Owner. Samples will be secured and tested whenever necessary to determine the quality of the material. All samples, and all test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Owner in the presence and with the assistance of the Contractor.

- 1.03 Testing: Tests of materials shall be at the expense of the Owner and shall be performed in a laboratory designated by the Owner. In the event the Contractor protests a failing test of material in-place or to be used, he shall take additional samples as herein specified or as directed and have additional tests run at his own expense. In the event the original test proves to have been in error, the Contractor will be reimbursed for his direct costs of sampling and testing.

- 1.04 Test Standards: All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of national recognized technical organizations.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, (ASTM) where applicable.

Wherever any standard published specifications are referred to, the latest edition or revision shall be used.

2.00 MATERIALS - Not Used

3.00 EXECUTION - Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 14 00
MISCELLANEOUS UTILITIES

1.00 GENERAL

- 1.01 Electrical Service: The Contractor shall arrange with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. Contractor shall provide at his own cost all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.
- 1.02 Water Supply: Contractor shall be responsible for construction water at his expense. Contractor shall supply water for domestic use (drinking water) at his own expense.
- 1.03 Sanitary Facilities: The Contractor shall provide suitable chemical toilets or water closets at points to be approved by the Owner for use by his employees. At the end of the job such toilets shall be removed completely.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 15 00
ACCIDENT PREVENTION

1.00 GENERAL

- 1.01 Scope: Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and of building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated.
- 1.02 Materials: First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.
- 1.03 Administration: The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.

2.00 MATERIALS

Not Used

3.00 EXECUTION

Not Used

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 15 50
MAINTAINING TRAFFIC

1.00 GENERAL

- 1.01 General: This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the contractor's operations.
- 1.02 Related Sections: Sections 01 01 00, 01 02 00, 01 08 00, and 01 15 00.
- 1.03 Submittals: In accordance with Section 01 34 00.
- 1.04 Contractor's Responsibility: Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09 "Public Safety" and 12 "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

2.00 MATERIALS

- 2.01 Contractor to direct and protect traffic as needed.

3.00 EXECUTION

- 3.01 Notification Requirements: The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the limits of the project and shall make his own arrangements relative to keeping the work area clear of parked vehicles. The Contractor may move parked vehicles only in accordance with Section 22654(c)(d) of the State of California Vehicle Code. Signs required by said Section of the Vehicle Code shall be furnished, placed and maintained by the Contractor.
- 3.02 Contractor shall obtain an encroachment permit from the City of Palmdale for all work performed within the public right of way, pay all required fees and be responsible for conforming to City requirements.

4.00 MEASUREMENT AND PAYMENT

- 4.01 Measurement and Payment:

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

END OF SECTION

SECTION 01 16 00
CONSTRUCTION FACILITIES

1.00 GENERAL

- 1.01 Construction Facilities: All construction hoists, cranes, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and/or move the loads to which they will be subjected. All railings, enclosures, safety devices, traffic and other controls required by law or for adequate protection of life and property shall be provided.
- 1.02 Staging and Shoring: All temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. If requested by the Owner, the Contractor shall provide design calculations, prepared by a Registered Civil Engineer, for staging and/or shoring before construction loads are imposed on it.
- 1.03 Temporary Enclosures: At any time joint welding, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress the area of activity, shall be enclosed adequately to contain the dust, debris, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate the Contractor shall provide temporary enclosures acceptable to the Owner.
- 1.04 Warning Devices and Barricades: The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of the Occupational Safety and Health Administration.
- 1.05 Hazards in Protected Areas: Excavations on project sites from which the public is excluded shall be marked or guarded in a manner appropriate for the hazard.
- 1.06 Protection of Existing Items: The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.
- 1.07 Project Security: The Contractor shall make adequate provision, subject to the approval of the Owner, to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.
- 1.08 Fire Extinguisher: At least one (1) fire extinguisher, rated at least 2A, shall be provided in or readily accessible to each temporary office or storage structure on the jobsite.
- 1.09 Temporary Fences: Temporary fencing shall be required for this project. This shall not relieve the Contractor of the responsibility of properly securing the construction site and material thereon.
- 1.10 Special Controls: The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm or stream water, or other agencies under his control.

- 1.11 Dust Control: The Contractor shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by his operations in connection with this Contract; and on any unpaved road which the Contractor or any of his subcontractors are using, excavation or fill areas, demolition operation, or other activities. Control shall be by sprinkling, use of dust palliative, modification of operations, or any other means acceptable to the Owner and the Health or Environmental Control Agency having jurisdiction.
- 1.12 Drainage Control: In excavation, fill, and grading operations care shall be taken to disturb the pre-existing drainage pattern as little as possible.
- 2.00 MATERIALS
- Not Used
- 3.00 EXECUTION
- Not Used
- 4.00 MEASUREMENT AND PAYMENT
- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 01 31 10
TRENCHING, CONFINED SPACES AND FALL PROTECTION

1.00 GENERAL

1.01 Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to this Section.

A. Title 8 of the California Code of Regulations as they apply to trenching, confined spaces, tunneling, fall protection and other areas as appropriate to this project.

1.02 Summary: The Contractor shall comply with Title 8 of the California Code of Regulations for the safety and protection of personnel.

A. The Contractor shall have at the work site, copies of suitable extracts of Construction Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with these and all other applicable laws, ordinances and regulations.

B. All applicable permits issued by the State Division of Industrial Safety.

1.03 Submittals: In accordance with Division 1, Section 01 34 00, and "Submittals."

2.00 MATERIALS

2.01 Plan for Trenching: Before excavating any trench five (5) feet or more in depth, the Contractor shall submit to the Owner a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for the worker's protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, a Registered Civil Engineer shall prepare the plan. No excavation shall be commenced until the Owner has accepted the plan, and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of said permit shall be submitted to the Owner.

2.02 Plan Needed for Working in Confined Spaces: Before working in confined spaces including tunnels, box culverts pipeline on other facilities subject to the provisions of said Title 8, Contractor shall submit a detailed plan which provides for all protection measures, including but not limited to, applicable caging, bracing, alarms, sheeting, shoring and (Self Contained Breathing Apparatus SCABA's). Plans which do not comply with the provisions of Title 8 shall be prepared and signed by a registered Civil Engineer and shall require approval by the Division of Occupational Safety and Health - Mining and Tunneling Unit. No work in confined spaces shall be commenced until the Owner has accepted the plan and Contractor has obtained a permit from the State Division of Industrial Safety.

2.03 Materials Plan for Fall Protection: Before working in areas requiring fall protection as defined under Title 8 of the California Administration Code, Construction Safety Orders, Contractor shall provide plan and materials list needed to protect workers from falling. If plans vary from fall protection systems set forth in said Title 8, plans shall be prepared and signed by a registered Civil Engineer.

3.00 EXECUTION

3.01 As required by approved plans and applicable permits.

4.00 MEASUREMENT AND PAYMENT

4.01 Compensation: Full compensation for conforming to the provisions of "Trenching, Confined Space and Fall Protection" shall be included in the lump sum contract price paid for: "Sheeting, Shoring and Bracing" and no additional compensation shall be allowed therefor.

END OF SECTION

SECTION 01 34 00
SHOP DRAWINGS AND SAMPLES

1.00 GENERAL

1.01 SUMMARY: This Section establishes general requirements for shop drawings and samples, and supplements similar provisions found elsewhere in the Contract Documents.

1.02 GENERAL REQUIREMENTS

- A. Prior to submission to Architect, check all shop drawings, brochures, and other such construction data for quantity, size, and dimensions by Contractor's personnel especially assigned for this purpose. Architect will answer questions raised by Contractor, and will make determination regarding quality of material and equipment, design and arrangement decisions, and color selections, but will not be responsible for quantity, size, or dimensional errors on shop drawings. In cases of omission and obvious error, and in cases of conflict, either between details on Contract Drawings or Specifications, such questions shall be brought to the Architect's attention, and Architect will give prompt answers to such questions.
 - 1. Colors and textures to be selected will be selected from all available colors and textures, regardless of price ranges. For instance, where the first manufacturer listed has 20 colors or color ways available that is the minimum number that shall be available for selection. Products of other manufacturers may be submitted, but the cost of colors considered special shall be included in the Contract Sum if their number is less than 20. When colors or textures are custom from any manufacturer, they will be so identified.
- B. Carefully review subcontractors' submittals for completeness and correctness and stamp and acknowledge such review on submittals, prior to transmitting them to Architect.
- C. Determine and verify for accuracy:
 - 1. Field dimensions.
 - 2. Field construction criteria.
 - 3. Catalog and model numbers, and similar identifying data.
 - 4. Conformance with specifications and requirements of Authorities Having Jurisdiction.
 - 5. Identification of deviation from the Contract Documents.
 - 6. Contractor's signed certification that, except as specifically noted in 1.02.C.5 above, the submittal conforms to the requirements of the Contract Documents.
- D. Close adherence to these requirements is necessary to avoid delay in processing of shop drawings by the Architect. Deviation from these requirements may result in rejection of the submittal. Contractor will be held responsible for delays resulting

from tardy and improper submittals.

- E. Obtain approvals from required agencies, prior to submittal to the Architect, for all revisions, substitutions of materials or design, including all structural deviation from the design as shown and specified.
- F. Provide shop drawings, product data and samples for items so noted in the technical sections of the Specification. The Architect will review such data for only those items specifically indicated. If the Contractor submits shop drawings, product data and samples for items which are not so required, the Architect shall not be obliged to review them.
- G. Submittal Schedule shall be presented to the Architect. The Submittal Schedule shall indicate all submittals to be reviewed by the Architect; their sequence, timing, and relationship to the Construction Schedule. No submittals will be reviewed by the Architect until the Submittal Schedule is reviewed.

1.03 SUBMITTALS

A. Shop drawings, minimum (District may request hard copies):

- 1. All submittals shall be uploaded by Contractor in PDF format to www.submittalexchange.com.
- 2. Present drawings in a clear and thorough manner. All aspects of the shop drawing submittals shall be referenced to the Contract Documents, including Room and Door Numbers, Details, Schedules and Names.

B. Brochures/material list/specifications/concrete mix designs:

- 1. Provide Manufacturer's product data in a clear and thorough manner. Strike out information which does not apply to the Work.
- 2. Supplement standard data sheets with additional diagrams, drawing and other data necessary to describe the item.
 - a. Show performance characteristics and Manufacturer's recommended installation instructions.
 - b. Indicate all dimensions and required clearances.
 - c. Indicate interfaces with building systems: piping, ductwork, electrical, controls, control panels, anchorage connections, etc.

C. Samples: 3 each, unless additional samples are requested by the District.

- D. Mock-ups (full-size samples, located at the jobsite or elsewhere) shall be provided as directed:
 - 1. Place in a location as directed by the Architect.
 - 2. Size: as specified.

3. Construct complete with all accessories.
4. Remove when directed by the Architect.

1.04 SUBMITTAL PROCEDURES

- A. Identify submittals with job name, location, and Architect's job number. They shall be reviewed, stamped with an approximately 3 in. x 1-1/2 in. identification stamp, and have the signed approval of Contractor, prior to submission to Architect. Each sheet of drawings shall be so identified and signed. Sequentially number each submittal.
- B. Bound sets of brochures, catalog sheets, specifications and materials lists shall include an index sheet, completely identifying the entire content of the submittal in sequential order. At his option, the Contractor may identify, stamp and sign only this index sheet.
- C. In lieu of signing each brochure, Contractor may indicate on Letter of transmittal that he has reviewed and approved all material included. This does not eliminate requirements for identification stamp information.
- D. Architect will post comments, corrections, rejections and approvals to the Submittal Exchange website. The Contractor shall reproduce and distribute as necessary.
- E. Handle re-submittals the same as the original submittals, but identify as such and use the Architect's original shop drawing number.
 1. Make any changes required by the Architect and resubmit as noted for the original submittal.
 - a. Indicate changes made to the original submittal as a result of the Architect's review, in the form of clouding changes or other manner to highlight modifications.
 - b. Indicate in writing other changes made to the submittal not required by the Architect.
- F. Accompany each submittal by a letter of transmittal containing a complete itemized and numbered list of the submitted material together with the subcontractor's name. A separate letter of transmittal shall accompany each submittal from different subcontractors and different categories (trade and building units).
- G. Segregate and submit shop drawing submittals separately for each building unit comprising entire Project. Submittals shall be made as though each building unit and the site are separate projects.
- H. Notify the Architect in writing, at the time of submission, of any deviation from the requirements of the Contract documents, and identify such deviation clearly on the submittal.
- I. Fabrication of Work for which submittals have been made shall not commence until the approved submittal has been returned by the Architect.

1.05 SAMPLES

- A. Labeling: Identify each sample with at least a 3 in. by 4 in. label with the following information.
 - 1. Complete identification stamp information in accordance with submittals procedure in paragraph 1.04, A.
 - 2. Name, finish, and composition of the material.
 - 3. Location or intended use on the Project.
- B. Size of samples: Of sufficient size to show all salient features of material or item, and which are truly representative of the extremes of variation in color, texture, finish, and construction to be expected in installed work. Samples of framed materials shall include a corner joint. Allow space for 5 in. by 3 in. Architect's review stamp.
- C. Mock-ups: Specifications may require mock-ups of proposed construction elements, using actual materials and full-size components. Such mock-ups shall be included in the Contract Sum.
- D. Review of samples: After review, samples will be stamped or labeled to indicate their review, and one sample will be returned to the Contractor.
 - 1. Samples retained by the Architect will constitute the standard of quality and appearance of all materials of the type represented by the sample.
 - 2. When samples are rejected, Contractor will be given reasons for rejection and shall resubmit samples until, in the opinion of the Architect, they comply with Contract requirements.
- E. At the option of the District or Architect, samples may be subject to testing. In such event, additional samples as may be required shall be supplied by the Contractor at no additional cost.

END OF SECTION

SECTION 01 40 00
TESTING AND INSPECTION REQUIREMENTS

1.00 GENERAL

1.01 SUMMARY

- A. This Section establishes general requirements for testing and inspections and supplements similar provisions found elsewhere in the Contract Documents.
- B. The District will select an independent, DSA approved testing laboratory to conduct tests. Selection of material required to be tested shall be by the laboratory or the District representative and not by the Contractor.
- C. Prior to the manufacture of any part of the work, which requires test, in conformance with the Contract Documents, notify the District representative. Timing of this notice shall provide sufficient time for the District to arrange for test of same at the source of supply.
- D. Materials shipped by the Contractor from the source of supply prior to having satisfactorily passed such test and inspection, or prior to the receipt of notice from said representative that such test and inspection will not be required, shall not be incorporated in the Work.
- E. The District will select and pay testing laboratory costs for all tests and inspections, but may be reimbursed by Contractor for such costs under Contract conditions.
- F. Retesting of defective materials or workmanship shall be paid for by Contractor.

1.02 VERIFICATION OF TEST REPORTS

- A. Each testing agency shall submit to the Division of the State Architect (DSA) a verified report, in duplicate covering all tests required to be made by DSA during the progress of Work. Furnish such report each time work on Project is suspended, covering the tests up to that time, and at the completion of the Project, covering all tests.

1.03 INSPECTION BY THE DISTRICT

- A. The District and its representative shall, at all times, have access for the purpose of inspection to all parts of Work, and to the shops wherein work is in preparation, and Contractor shall, at all times, maintain proper facilities and provide safe access for such inspection.
- B. The District shall have the right to reject materials and workmanship, which are defective, or to require their correction. Rejected workmanship shall be corrected, as directed by the Architect, at no additional cost to the District. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the District may correct same and charge the expense to the Contractor.

- C. Should it be considered necessary or advisable by the District at any time before Final Acceptance of entire work to make an examination of work already completed, by removing or tearing out the same, Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If work is found to be defective in any respect due to Contractor's or his subcontractor's fault, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, additional cost of labor and materials necessarily involved in examination and replacement shall be borne by the District.

1.04 DISTRICT INSPECTOR

- A. An Inspector will be employed by the District in accordance with the requirements of the State of California Code of Regulations, Title 24. The Inspector's duties are specifically defined in Title 24.
- B. Construction in all stages of progress is subject to the personal continuous observation of Inspector. Inspector shall have free access to any or all parts of the work at any time. Contractor shall furnish Inspector reasonable facilities for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this Contract.

2.00 PRODUCTS

Not Used.

3.00 EXECUTION

3.01 TESTS AND INSPECTIONS

- A. The following list is all inclusive; tests and inspections will be required for materials, mixes and assemblies applicable to the Project only; designations refer to the California State Building Code, Title 24.
 - 1. Foundations:
 - a. Earth Fill Compaction – 1705A.6
 - b. Excavations and fills – 1705A.6, 3304.1.
 - 2. Concrete:
 - a. Materials:
 - (1) Portland cement tests – 1704A.4.1; 1913A.1
 - (2) Concrete aggregates - 1704A.4.1; 1903A.6
 - (3) Reinforcing bars – 1704A.4.1; 1913A.2.

- b. Quality:
 - (1) Proportions of concrete – 1903A.1
 - (2) Strength tests of concrete – 1903A.1
 - (3) Splitting tensile test – 1903A.2
- c. Inspection:
 - (1) Job site inspection – 1705A.3
 - (2) Batch plant or Weighmaster inspection – 1705A.3.2.
 - (3) Waiver of batch plant – 1705A.3.3
 - (4) Reinforcing bar welding inspection – 1705A.2.2.5.
 - (5) Post-installed anchors in concrete – 1705A.2.2.5; 1913A.7
- 3. Structural steel:
 - a. Test of high strength bolts, nuts, and washers – 2213A.1.
 - b. High strength bolt installation – 1705A2.2.
 - c. Tests and Inspection of Nelson Studs – 1705A.2.2.
 - d. Identification - 2203A.1
 - e. Test of structural steel and cold formed steel – 2210A.1; 1705A2.1
 - f. Welding – 1705A2.2
 - g. Nelson stud welding – 1705A.2.2
 - h. Shop fabrication – 1704A.2; 1705A.2.2
- 4. Wood:
 - a. Lumber and plywood – 2303.1
 - b. Glued laminated members – 2303.1.3

END OF SECTION

SECTION 01 40 50
ADDITIONAL CONDITIONS FOR SCHOOL CONSTRUCTION

1.00 GENERAL

1.01 SUMMARY

- A. This Section establishes additional requirements not specified in the General Conditions, Supplementary Conditions or elsewhere in the Contract Documents for school projects.

1.02 CHECK LIST

- A. All Section numbers referenced refer to Group 1, Chapter 4, Part I, Title 24, California Codes and Regulations.
- B. Check list:
- [X] Signature of all responsible professionals on record.
 - [X] Addenda, change orders per Section 4-338.
 - [X] Inspector approved by DSA. Inspector and continuous inspection of work per Section 4-333(b) and 4-342.
 - [X] Test and testing laboratory per Section 4-335 (District shall pay the testing laboratory.)
 - [X] Special inspection per Section 4-333(c).
 - [X] Contractor shall submit verified reports per Section 4-336 and 4-343(c).
 - [X] Administration of construction per Part I, Title 24, CCR.
 - Duties of Architect, Structural Engineer or Professional Engineer per Section 4-333(a) and 4-341.
 - Duties of Contractor per Section 4-343.
 - Verified reports per Section 4-336.
 - [X] Governing Codes: Title 24, CCR.
 - [X] A copy of Parts I and II of Title 24 shall be kept and available in the field during construction.
 - [X] DSA shall be notified on start of construction per Section 4-331.
 - [X] Supervision by the Division of State Architect per Section 4-334.

[X] Show deferred approval items on the first sheet of Specification and Drawings, and give complete design criteria and submittal procedure in appropriate Sections of Specifications.

[X] Additional comments see Specifications.

C. This checklist is for information only.

2.00 PRODUCTS

Not used.

3.00 EXECUTION

Not used.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide all temporary facilities and controls required for the performance of the Work.
- B. Supervise the use of all temporary facilities and controls. Enforce compliance with applicable standards. Prevent abuses of services.

1.02 SAFETY

- A. Guard machinery, equipment, and all hazards in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.
 - 1. Protect all hazards with adequately constructed guard rails or barricades and provide lanterns, warning lights, and the like, as necessary. Eliminate all attractive nuisance from the work and the room site.
 - 2. To this end, dispose, store, guard, and protect the premises and all work materials, equipment and both permanent and temporary construction so as to preclude the unauthorized use thereof by children or others and particularly to eliminate possible consequent injury to all persons.
- B. Structural design of all items used in the construction of the building and not a permanent part thereof, including, shoring for concrete and masonry work, the temporary bracing for structural steel, and the shoring of cut earth banks, its the sole responsibility of the Contractor.

1.03 SCAFFOLDING AND HOISTS

- A. Furnish and maintain hoists, staging, rigging, scaffolding, and runways required in the prosecution of the work. Erect, equip and maintain such temporary work in accordance with statutes, laws, ordinances, rules or regulations of the State of California and other authorities and Insurance Companies having jurisdiction.

1.04 DUST CONTROL

- A. During the life of the Contract, provide effective means of dust control both within the structure and on the surrounding site.
- B. Obtain the Architect's approval before use of any means except water.
- C. Water all active construction areas as often as needed to control dust.
- D. Cover all trucks hauling soil, sand and other loose materials or require all trucks to maintain at least 2 feet of freeboard.

- E. Apply water 3 times daily, or apply non-toxic soil stabilizers on all unpaved access roads, parking areas and staging areas at construction site.
- F. Sweep daily with water sweeper, all paved access roads, parking areas and staging areas at construction site.
- G. Sweep streets daily with water sweeper, if visible soil material is carried onto adjacent public streets.
- H. Hydroseed or apply non-toxic stabilizers to inactive construction areas (previously graded areas inactive for 10 days or more).
- I. Enclose, cover water twice daily or apply non-toxic soil binders to exposed stockpiles of dirt, sand and other loose materials.
- J. Limit traffic speed on unpaved roads to 15 mph.
- K. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- L. Replant vegetation in disturbed areas as quickly as possible.

1.05 MAINTENANCE OF TRAFFIC

- A. Maintain traffic on all streets adjacent to or leading to the site.
- B. Where construction operations interfere with the free movement of traffic, provide traffic controls, flagmen or similar devices to efficiently control traffic movement.
- C. Provide a traffic control permit from the local authorities if required.

1.06 DEWATERING

- A. Furnish and maintain all pumps or other dewatering devices required by this Work.

1.07 PROJECT OFFICE

- A. Provide and maintain, for the duration of the Contract, a project office, complete with heat, light, ventilation and convenience outlets. The office shall be of sufficient size for the Contractor's personnel and operators and shall provide desk space for use by the Architect and for inspection personnel.

1.08 TELEPHONE

- A. Provide and pay for all necessary temporary telephone service.
- B. Maintain telephone(s) in continuous service on the project site during the course of the Work and make available at all times, free and unrestricted, to the Architect's and District's representatives for calls in direct connection with the Work.

1.09 TEMPORARY TOILETS

- A. Provide temporary toilet facilities for all personnel employed on the Project. Maintain toilets in a clean and sanitary condition at all times. Remove at Project completion. See Bid Package for more detail.

1.10 CONSTRUCTION WATER AND POWER

- A. Make arrangements for all water and power required for the Project. Provide all temporary lines and arrange for billing to go directly to District. Remove temporary facilities at Project completion. See Bid Package for more detail.

1.11 FENCES AND BARRICADES/SECURITY

- A. Around the construction site, erect fences and barricades with gates, as required by local governing authorities, for security and to prevent unauthorized entry to the Work site. Maintain in good condition until completion of the Project. See Bid Package for more detail.

1.12 SIGNS

- A. Furnish and erect a ¾ in. x 48 in. x 96 in. job sign painted and lettered to identify the Project, the Architect and the Contractor. Mount on post and brace as indicated by the Architect. Sign shall be lettered by a professional sign painter, and the layout shall be as indicated by the Architect.
- B. Keep the premises free from all other posters, signs, and miscellaneous decorations, except those required by Code and to indicate unsafe conditions.

1.13 COPIES OF STANDARDS AND CODES

- A. Copies of applicable referenced standards are not bound in this Project manual.
- B. Copies of standards and California Building Code, Title 24, Parts I and II and shall be kept and available at the Project Site, available to the Contractor's personnel, Sub-contractors, District, Inspectors and Architect.

END OF SECTION

SECTION 01 65 50
PRODUCT HANDLING

1.00 GENERAL

1.01 SUMMARY

A. Principal work in this Section:

1. This Section establishes general requirements for product handling and storage, whether on or off site, and supplements similar provisions found elsewhere in the Contract Documents.

1.02 HANDLING

- A. General: Transport, deliver, handle, and store all materials and equipment used on the Project to prevent the intrusions of foreign matter, moisture, and to prevent damage. In all cases comply with the following.

1. Material and equipment manufacturer's printed instructions regarding temperature limitations.
2. Other environmental conditions, which are required to maintain original quality of materials and equipment.

B. Packaging:

1. Provide packaged materials in their manufacturer's original containers with seals unbroken and labels intact until incorporating into the Work.
2. Wrapped or bundled materials shall clearly bear the manufacturer's name and trade mark.

- C. Damaged Materials: Remove damaged or otherwise unsuitable material and equipment promptly from the site. Do not install damaged materials.

1.03 STORAGE

- A. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

- B. Store products at the site to facilitate inspection and measurement of quantity or counting of units.

- C. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

1. Do not subject slabs-on-grade to excessive loading by shoring, storage of materials or operation of construction equipment unless adequately protected by heavy planking. Maintenance of slabs in good condition is the responsibility of the Contractor who shall remove damaged areas of such

slabs and replace them with new work, to the Architect's satisfaction, at no cost to the District.

- D. Store products subject to damage by elements above ground, under cover in weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- E. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- F. 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.
- G. Locate storage piles, stacks or bins to avoid being disturbed, and protect from damage of any sort.
- H. Store materials and equipment in accord with their manufacturer's instructions, above grade, and properly protected from weather and construction activities.
- I. Payment may be withheld for improperly packaged and stored materials.

1.04 PROTECTION

- A. Protect all finished surfaces, including floors jambs and soffits of all openings used as passageways or through which materials and equipment must travel.
- B. Carts, hand trucks, wheelbarrows and similar wheeled conveyances used on or in any portion of the structure shall be equipped with pneumatic tires, unless otherwise authorized by the Architect.
- C. Keep finished surfaces clean and unmarred until the date of acceptance.
- D. Refer to individual Specification Sections for additional specific product handling and protection requirements.

END OF SECTION

SECTION 01 73 50
SELECTIVE DEMOLITION

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Selective demolition, dismantling, cutting and alterations as indicated, specified, and necessary for the completion of the Contract.
2. Other than salvaged for the District's benefit, removal of demolished materials from the site.
3. Protection of work to remain.

B. Related work:

1. Special Project Procedures: Section 01 34 00.

PART 2 – PRODUCTS

PART 3 – EXECUTION

3.01 GENERAL

A. Protection:

1. Do not begin demolition until temporary partitions, barricades, warning signs and other forms of protection are installed.
2. Protect trees, plants, utilities and existing improvements that are not to be removed from injury or damage resulting from Contractor's operation. Replace damaged landscaping, improvements and utilities in kind.
3. During demolition provide all safeguards, including warning signs and lights, barricades, and the like, for protection of the public, Contractor's employees and existing improvements to remain.

B. Noise control:

1. Exercise caution and care to prevent generation of unnecessary noise.
2. Keep noise levels to the minimum possible.
3. Discontinues noise producing operations, when requested by the District, and reschedule at a mutually acceptable time. Adhere to local

- ordinances regulating work hours and noise control.
- C. Dust control: Refer to Section 01 50 00.
 - D. Water control: Refer to Section 01 50 00.
 - E. Security: Refer to Section 01 50 00.
 - F. Safety: If at any time the safety of existing construction appears to be endangered, take immediate measures to support such endangered construction; cease operations and immediately notify the Architect.
 - 1. Do not resume demolition until Architect's instructions are received.

3.02 DEMOLITION

A. Existing conditions:

- 1. Intent of Drawings is to show existing conditions with information developed from field surveys and to generally show the extent and type of demolition required.
 - 2. Make a detailed survey of existing conditions prior to commencing demolition, and report discrepancies or conflicts between the Drawings and actual conditions in writing to the Architect for clarification and instructions.
 - 3. Do not proceed where such conflicts or discrepancies occur prior to receipt of Architect's instructions.
- B. Contractor shall be fully responsible for the adequacy and installation of all temporary shoring and bracing systems used during demolition.
 - C. Demolition shall be performed by skilled and properly equipped personnel.
 - D. Remove existing construction only to the extent necessary for the proper installation of new construction and junction with existing materials. Cut back finished surfaces to straight, plumb or level lines as required.
 - E. If unanticipated conditions which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict.
 - 1. Submit report to Architect in written, accurate detail.
 - 2. Pending receipt of directive from Architect, rearrange demolition schedule as necessary to continue overall job progress without delay.
 - F. Where openings are cut oversize or in improper location, replace excess removed material, to the Architect's satisfaction, at no additional cost to the District.
 - G. Field-verify existing ceiling joist framing configuration. Coordinate with partition

walls to be removed.

- H. Coordinate demolition with other trades to assure the proper sequence, limits, methods and time of performance. Schedule demolition so as to impose a minimum of hardship on the present operation of the facilities and the performance of the work of other trades.
- I. Whenever possible use small hand or small power tools designed for sawing or grinding; whenever possible avoid the use of tools with a hammering and chopping motion. Cut through finished surfaces from the exposed or finished side into concealed surfaces.
- J. In general remove materials as follows:
 - 1. Portland cement concrete:
 - a. Use removal methods that will not crack or structurally disturb adjacent concrete constructions.
 - b. Cut back concrete to clean, straight lines by saw cutting a minimum of 1 in. deep; remainder of concrete may be jack-hammered.
 - c. Where existing reinforcing bars are shown to be bonded into new concrete, use extreme caution not to bend or otherwise damage them while removing concrete cover.
 - d. Where new concrete topping or cementitious setting bed will be cast on existing slabs, scarify or scab surface to a profile of 1/4 in. to provide a mechanical bond with topping or setting bed.
 - 2. Modular materials: Remove to a natural breaking point in whole units to a joint line with no damaged or defective unit remaining where joining new construction.
 - a. After removing flooring materials, clean substrates of old cement and adhesive.
 - b. At lunch shelter, remove old roofing, flashing and fasteners. Use caution not to damage existing structure.
 - c. Glued acoustical tile: Carefully remove and salvage as many sound units as possible. Clean and store them for re-use where required.
 - 3. Gypsum board: Remove to a joint line on a support.
- K. Materials not mentioned to be removed that interfere with new construction, except where structural integrity of the assembly is at risk, shall be cut to clean cut lines to provide for proper interface with new construction, or patching and repair, as required.

3.03 SALVAGE

- A. Prior to starting demolition, survey each building and area with the District representative to identify items to be salvaged for the District, other than those indicated to be salvaged for re-installation.
- B. Except for items to be salvaged for the District and for items to be reused, other materials and equipment removed and not reused shall become property of the Contractor and shall be removed from the site.
 - 1. District will not be responsible for condition or loss of or damage to such property after notice to proceed.
 - 2. Material and equipment shall not be viewed by prospective purchasers or sold on the site.
- C. Remove salvaged items, clean and store in a protected location until re-installed or turned over to District.

3.04 PATCHING

- A. Patch materials to remain when damaged by demolition. Finish material and appearance of the patch or repair shall match the existing contiguous materials and finishes in all respects, as approved by the Architect.

3.05 CLEAN-UP/DISPOSAL

- A. Debris, waste, and removed materials, other than items to be salvaged, are Contractor's property for legal disposal off the site.
- B. Continuously clean-up and remove these items and do not allow to accumulate in the buildings and on the site.

END OF SECTION

SECTION 01 74 00
CLEANING

1.00 GENERAL

1.01 SECTION INCLUDES

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.
- B. At completion of Work, remove waste materials rubbish, tools equipment, machinery and surplus materials, and clean all exposed surfaces; leave project clean and ready for occupancy.

2.00 PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on proper surfaces recommended by manufacturer.

3.00 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to prevent blowing dust.
- C. Daily during progress of work, clean construction site and utilized public properties, and dispose of waste materials, debris and rubbish.
- D. Provide on-site dump containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off the District's property.
- F. Handle materials in a controlled manner with as little handling as possible.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.02 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning.

- B. Exterior: Clean surfaces of the construction and site including, but not limited to, walkways and adjoining private and public property to the extent soiled by the Prime Contractor's operations.
- C. Contaminated Earth: Final clean up operation includes the removal and disposal of earth that is contaminated or unsuitable for support of plant life in planting areas, and filling of resulting excavations with suitable soil as directed and approved. Contaminated areas include those used for disposal of waste concrete and similar materials, areas in which washing out of concrete mixers or washing of tools and like cleaning operations have been performed, and all areas that have been oiled, paved, or chemically treated. Do not dispose of waste, oil, solvents, paints, solutions, or like penetrating material by depositing or burying on School's property.

END OF SECTION

SECTION 01 78 50
PROJECT RECORD DOCUMENTS

1.00 GENERAL

1.01 SUMMARY

- A. Section includes: General requirements for preparation, maintenance and delivery of record documents.

1.02 SUBMITTALS

- A. Deliver record documents and transparencies to Architect at completion of Project.
- B. Accompany submittal with transmittal letter, in duplicate, containing date, Project title and number, Contractor's name and address, title and number of each record document, certification that each document as submitted is complete and accurate, and signature of Contractor or its authorized representative.

2.00 PRODUCTS

Not Used.

3.00 EXECUTION

3.01 DOCUMENT MAINTENANCE

- A. Maintain one copy of the following in Contractor's field office at the site:
1. Contract Drawings.
 2. Specifications and Addenda.
 3. Reviewed shop drawings.
 4. Bulletins and change orders, field change authorization and notice of clarification, and other modifications to Contract.
 5. Field test records.
- B. File record documents apart from constructions documents and maintain in clean, dry, legible condition. Make record documents available for review by the Owner and Architect during regular business hours.
- C. Do not use record documents for construction purpose.
- D. Record documents will be subject to a monthly review by the Architect prior to approval of each progress payment.

3.02 RECORDING

- A. Clearly label each document "PROJECT RECORD".
- B. Keep record documents current.
- C. Record and properly dimension deviations on the record drawings within 24 hours after work in affected area is completed. Dimensions shall be accurate to within 1 in.
 - 1. Use a fine felt or nylon tip pen with waterproof colored ink for marking.
 - 2. Legibly mark to record actual construction of the following:
 - a. Depths of various elements of paving.
 - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements. Cut-off points and point of connections of utilities.
 - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - d. Field changes of dimension and detail.
 - e. Changes made by Change Order, Field Change Authorization and Notice of Clarification.
 - f. Details not on original Contract Drawings.
 - g. Do not permanently conceal any work until required information has been recorded.
- D. Legibly mark-up each Section of the Specifications to record the following.
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
 - 2. Changes made by change order, field change authorization and notice of clarification.
 - 3. Other matters not originally specified.
- E. Maintain shop drawings as record documents. Legibly annotate to record changes made after approval.

END OF SECTION

SECTION 01 80 00
PROJECT CLOSEOUT

1.00 GENERAL

- 1.01 Scope: It is the intent of these Specifications and Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

2.00 MATERIALS

Not Used

3.00 EXECUTION

- 3.01 Cleanup: Throughout the period of construction the Contractor shall keep the work site free and clean of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the work, all unused materials, surplus earth and debris, excepting select material, which may be required for refilling or grading. Upon completion of the work and prior to final acceptance of the project the Contractor shall remove from the vicinity of the completed work all debris, surplus material, and equipment belonging to him or used under his direction during construction.

3.02 Waste Disposal:

- A. The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from the Owner prior to disposing of any surplus materials, waste products, and debris on private property, and shall also obtain the approval of the Owner prior to such disposal.
 - B. The Owner will not approve the filling of ditches, washes, and drainage ways, which may create water control problems.
 - C. The Owner will not approve disposal operations, which will create unsightly or unsanitary nuisances.
 - D. The Contractor shall maintain the disposal site in good appearance and in safe condition during the construction period.
 - E. Prior to Final acceptance of the project the Contractor shall level and clean the disposal site.
- 3.03 Project Record Documents: The Contractor shall maintain at the site, available to the Owner, one (1) copy of all Drawings, Specifications, Addenda, Approved Shop Drawings, Change Orders, and other modifications in good order and marked to record

all changes made during construction. These shall be delivered to the Owner upon completion of the project.

- 3.04 Touch-Up and Repair: The Contractor shall touch-up or repair all Finished surfaces on structures, equipment, fixtures or whatever, that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

4.00 MEASUREMENT AND PAYMENT

- 4.01 Full compensation for conforming to the provisions of this article shall be included in the contract items for which the work relates with no additional compensation allowed therefor.

END OF SECTION

SECTION 09 90 00
PAINTING

1.00 GENERAL

1.01 SUMMARY

A. This Section Includes Paints and Coatings as follows:

1. Painting and finishing all exterior exposed surfaces throughout the Project, except as excluded in Paragraph B below.
2. Surface preparation, priming and coats of paint specified herein are in addition to shop priming and surface treatment specified in other Sections.
3. Paint all exposed surfaces whether or not colors are designated, except where natural finish of the material is obviously intended or specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas.

B. Painting Specified Elsewhere:

1. Finished (not primed) mechanical and electrical equipment including light fixtures, switchgear and distribution cabinets, except as specified in Article 3.04 herein, or specifically noted on plans and photos.

C. Painting not Included: Do not paint the following surfaces.

1. Chain link fencing.
2. Concrete Paving or Flatwork.
3. Insulation and its facing.
4. Roofing.
5. Finish hardware, except those items noted USP.
6. Finished metal surfaces such as anodized aluminum, stainless steel, chromium-plating, copper, bronze, brass and similar finished materials will not require finish painting.
7. Operating Parts, Labels and Nameplates:
 - a. Do not paint moving parts of operating units, mechanical and electrical parts, such as valve and damper operator linkages, sinkages, sensing devices, motor and fan shafts.
 - b. Do not paint over any nameplates, Code required labels, such as UL and FM, or any equipment identification, performance rating, name, or nomenclature plates. Do not paint over building identification tags.

8. Block Wainscot.

1.02 SUBMITTALS

A. Procedure: In accordance with Section 01 34 00.

B. Materials:

1. Copies of complete materials list, identified by manufacturer's name and product label or stock number.
2. Prepare list in the form of a repetition of the specified paint finishes, with the addition of the specific product intended for each coat.

C. Color Samples:

1. 8-1/2 in. x 11 in. samples of each color for painted finishes.

D. Certification: Duplicate copies of manufacturer's affidavit with each shipment of materials delivered to the jobsite certifying that each material furnished complies with specified requirements.

1.03 QUALITY ASSURANCE

A. Compliance with Air Quality Regulations: VOC of coatings used for this work shall not exceed limits prescribed by law.

B. Sample Panels:

1. Apply sample paint finishes (approximately 10 ft. square) of each color scheme to wall areas, as directed by the District and Architect.
2. Obtain District and Architect's approval of sample panels before proceeding further. Approved sample panels will be used as a standard for the Project, and if properly identified may remain a part of the Work.
3. Final acceptance of colors will be from job-applied samples.

1.04 JOB CONDITIONS

A. Environmental Requirements:

1. Comply with paint manufacturer's recommendations for environmental conditions regarding paint application.
2. Do not apply finish in areas where dust is being generated.

B. Provide drop cloths, shields, barricades and other protection necessary to safeguard adjacent surfaces not to be painted.

1. Post signs immediately after painting.

2. Provide and maintain protection as required to protect finished work from damage until its acceptance.

1.05 HANDLING

- A. Procedure: In compliance with Section 01 65 50.
- B. General: Take all necessary precautions to prevent fire. Remove soiled rags and other waste items from premises at the end of each day's work.

1.06 WARRANTY

- A. Color of exterior surfaces painted as part of the Work of this Section shall, at the end of one year, have remained free from serious fading when compared to a control sample of the original paint.
- B. Paint shall have its original adherence at the end of one year and there shall be no evidence of blisters, running, peeling, scaling, chalking, streaks, or stains at the end of this period.
- C. Washing painted surfaces with alkali-free soap and water shall remove surface dirt from painted surfaces without producing deteriorating effects.

1.07 MAINTENANCE MATERIAL

- A. With closeout submittals deliver one identified unopened gallon of each type and color of paint material used on the Project to the District for future paint touch-up.
- B. In addition to manufacturer's label, identify with room number, floor of area, type of paint, color and sheen, as applicable, for future identification.

2.00 PRODUCTS

2.01 PAINT

- A. Definition: The term "paint" as used in this Section means all coating system components, including primers, emulsions, enamels, varnishes, stains, lacquers, sealers, fillers, and other applied materials whether used as prime, intermediate or finish coat.
- B. Quality and Manufacture: Insofar as practicable each paint shall be factory-mixed to match approved samples and colors, and be of a consistency permitting immediate application. Use best quality grade regularly manufactured by PPG, Dunn Edwards, Sherman Williams paints.
- C. Paint Uniformity and Compatibility:
 1. Paint shall be boxed at the job site or factory-batched to ensure color uniformity and consistency. This includes the required maintenance materials.
 2. Provide finish coats compatible with prime coats used.

- a. Review other Sections of these Specifications, in which prime coats are specified, and manufacturer's data for shop-primed surfaces to be painted.
 - b. Be responsible for compatibility of the total coating system.
3. Provide barrier coats over incompatible primer or remove and reprime.
4. Products of more than one approved manufacturer may be used, except that all products applied on a surface shall be by the same manufacturer.

2.02 COLOR SCHEDULES

- A. The Architect will prepare a color schedule with samples for guidance in painting.
- B. The Architect may select, allocate, and vary colors on different surfaces throughout the Work, subject to the following:
 1. Exterior Work: A maximum of 5 different colors will be used, with variations for trim, doors, miscellaneous work, and metal work.
 2. Dark Tones: A maximum of 10 dark tones will be used as accent colors for interior.

3.00 EXECUTION

3.01 INSPECTION

- A. Examine surfaces to be painted for conditions that would adversely affect the permanence and quality of this work. Make sure that unsuitable conditions are corrected before proceeding with painting.

3.02 SURFACE PREPARATION

- A. Prepare surfaces to receive specified finishes in compliance with paint manufacturer's printed instructions and the following:
 1. Galvanized Steel:
 - a. Clean with commercial phosphoric acid solution or prepared product approved by the paint manufacturer for pretreatment.
 - b. Then recoat within the time limit recommended by the primer manufacturer.
 2. Shop-Coated Metal: Remove oil, grease, dirt and foreign matter. Spot prime abraded surfaces with compatible primer.
 3. Shop-Finished Metal: Sand to provide a mechanical bond with field applied finishes, or use a commercial preparation specifically formulated to improve paint bond.
 4. Unprimed Ferrous Metal: Remove rust, mill scale, oil and other foreign matter.

5. Factory-Primed Equipment: Repair damaged primer; remove rust and clean to bright metal where appropriate. Sand or etch primer to permit bonding of finish coats. Clean surfaces thoroughly before applying additional coats.
6. Plaster and Concrete:
 - a. Clean surfaces of dirt, laitance, encrustations and foreign matter.
 - b. Patch cracks, holes, pits and other imperfections, not patched under other Sections, flush and smooth with adjacent surfaces.
 - c. Do not apply sealer or paint when the moisture content of the surfaces to be painted exceeds 8%. Touch-up suction spots after priming with an additional prime coat until all surfaces show a uniform coating.
7. Wood:
 - a. Sandpaper smooth and dust clean. Remove handling marks and raised grain.
 - b. Fill nail holes, cracks and depressions with wood filler, colored to match finish for wood scheduled to receive a transparent finish. Use a tack cloth on wood to receive a transparent finish to remove sanding dust.
8. Other Materials not Covered Above: Prepare to receive paint in compliance with the paint manufacturer's printed instructions.

B. Hardware:

1. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place and not to be painted, or provide surface- applied protection prior to surface preparation and painting.
2. Following completion of painting each space or area, reinstall the removed item by workmen skilled in the trades involved.

C. Phasing: Program cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.03 PAINT PREPARATION

- A. Open paint containers only as required for use. Mix paint in designated areas.
- B. Thoroughly stir and agitate paint to uniformly smooth consistency suitable for proper application.
- C. Do not reduce, change or use any materials except in compliance with manufacturer's printed instructions.
- D. In all cases, prepare and handle paint to prevent deterioration and inclusion of foreign matter.

3.04 APPLICATION

A. General:

1. Where the 2 faces differ in color or finish, finish the edges to match the door face visible when the door is open.
2. Apply paint only under conditions that will insure finishes free from blemishes and defects. Leave corners with no undue amount of paint buildup.
3. Use a slightly different shade for each coat of paint so that it may be readily identified.
4. Primer and intermediate coats shall be unscarred and completely integral when succeeding coats are applied. Sand and dust between each coat to remove defects visible from a distance of 5 ft.
5. Remove paint spillage and spatters on adjacent surfaces so as not to damage the surface being cleaned.
 - a. Perform patching and repairs required because of painting operations.
 - b. Refinish entire panel or assembly where portion of finish has been damaged or is not acceptable to the Architect.
6. Number of Coats:
 - a. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried.
 - b. The number of coats specified is the minimum required for complete coverage and uniformity of color.
 - c. Apply additional coats when undercoats, stains, or other conditions show through the final finish until the finish is of uniform color and appearance.
7. Paint interior surfaces, which are a continuation of exterior surfaces, subject to exterior exposure (such as an out-swinging door), with the applicable exterior coating system.
8. For opaque finishes, completely cover surfaces to be painted to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Painted surfaces with cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other imperfections will not be acceptable.
9. Completed work shall match approved samples, as determined by the District and Architect. Remove, refinish, or repaint work not complying with specified requirements.

- B. Application Method: In general the application method, brush, roller or spray, is the Contractor's option.

C. Priming:

1. Prime bare metal scheduled to be painted, and not embedded in concrete and masonry, immediately upon delivery to the site.
2. Time lapse between priming and application of second coat shall be as short as possible.

D. Shop Primed Metal:

1. Apply 2 finish coats of paint to match adjoining surfaces, as directed by the Architect, to shop primed mechanical equipment. This work includes but is not limited to interior of fire hose cabinets, air grilles, ceiling diffusers, electrical and telephone panels, and access panels.
2. Paint conduits, outlets and pull boxes, and mechanical equipment exposed to view, such as covered and uncovered piping and ductwork, pumps, compressors, air conditioning equipment and tanks as specified in this Section.
3. Paint the back side of access panels, removable or hinged covers to match the exposed surfaces.

- E. Miscellaneous Painting: Surfaces to be painted and not specifically described herein, shall be painted with a product specifically manufactured or prepared for the material and surface to be painted with a prime and 2 finish coats.

3.05 PAINT FINISH SCHEDULE

- A. Finish all surfaces in compliance with the following schedule. Catalog names and numbers refer to product as manufactured by PPG Paint, except as otherwise specified. Some colors may reference a Dunn-Edwards color name and code for purposes of color match only.

B. Exterior Surfaces:

1. Concrete, Concrete Masonry Units, Portland Cement Plaster, and Stucco:

1st Coat - PPG 4-503 Perma-Crete Concrete & Stucco Primer, Alkali Resistant

2nd & 3rd Coats - PPG 6-901xi Speedhide Ext 100% Acrylic Semi-Gloss.

2. Steel, Iron, Galvanized, Copper:

1st Coat - PPG 90-709 Pitt-Tech Acrylic Industrial DTM Primer.

2nd & 3rd Coats - 90-374 (Gloss) 90-474 (Satin) Pitt-Tech Acrylic Industrial DTM Enamel.

3. Exterior Wood Surfaces:

1st Coat - PPG 17-921xi Seal Grip Int/Ext Universal Sealer/Primer.

2nd & 3rd Coats - PPG 6-901xi Speedhide Ext 100% Acrylic Semi-Gloss.

4. Metal Doors & Frames:

1st Coat (pre-primed surface) - PPG 17-921xi Seal Grip Int/Ext Universal

Sealer/Prime (bare metal) PPG 90-709 Pitt-Tech Acrylic Industrial DTM Primer.
2nd & 3rd Coats - PPG 6-901xi Speedhide Ext 100% Acrylic Semi-Gloss.

5. Ferrous Metal - Extreme Corrosion Protection for Industrial Applications:

1st Coat - PPG Amercoat 68 HS VOC 3 Component Zinc Rich Epoxy Primer

2nd Coat - PPG Amerlock 2 Two Component High Solids Epoxy

3rd Coat - PPG Amershield VOC Two Component Polyester Acrylic Polyurethane

END OF SECTION