



PROJECT MANUAL

BID NO. 022324-2

VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT

2035 North Ave, Sacramento, CA 95838

VOLUME 1
Bidding and Contract Requirements

Twin Rivers Unified School District
General Services
3222 Winona Way, Suite 200
North Highlands, CA 95660

Formal Bid Package

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------------------------------|
| SECTION 00020 - BIDDING REQUIREMENTS SUMMARY | 1 |
| SECTION 00100 - NOTICE TO BIDDERS | 4 |
| SECTION 00110 - INSTRUCTIONS TO BIDDERS | 7 |
| SECTION 00300 - BID FORM | 19 |
| SECTION 00310 - BID BOND | 22 |
| SECTION 00320 - BID GUARANTEE FORM..... | 24 |
| SECTION 00500 - TWIN RIVERS UNIFIED SCHOOL DISTRICT GENERAL CONSTRUCTION CONTRACT..... | 25 |
| SECTION 00600 - BOND AND INSURANCE INFORMATION | 30 |
| SECTION 00610 - CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORK) | 40 |
| SECTION 00620 - LABOR AND MATERIAL PAYMENT BOND (CALIFORNIA PUBLIC WORK)..... | 43 |
| SECTION 00640 - CONTRACTOR’S CERTIFICATE REGARDING WORKERS COMPENSATION | 46 |
| SECTION 00650 – DIR REGISTRATION CERTIFICATION..... | 47 |
| SECTION 00660 – NOT USED..... | Error! Bookmark not defined. |
| SECTION 00670 - SUBMITTAL TRANSMITTAL FORM..... | 48 |
| SECTION 00675 - SUBSTITUTION REQUEST FORM..... | 50 |
| SECTION 00676 - UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT | 52 |
| SECTION 00677 - UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT | 53 |
| SECTION 00678 - CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT | 54 |
| SECTION 00679 - CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT .. | 55 |
| SECTION 00680 - CHANGE ORDER PROCEDURE | 56 |
| SECTION 00690 - DRUG-FREE WORKPLACE CERTIFICATION | 61 |
| SECTION 00695 - REQUEST FOR INSPECTION..... | 63 |
| SECTION 00700 - GENERAL CONDITIONS (TABLE OF CONTENTS) | 64 |
| SECTION 00700 - GENERAL CONDITIONS | 67 |
| SECTION 00800 - SUPPLEMENTARY CONDITIONS | 108 |
| SECTION 00804 – SCALE OF WAGES..... | 112 |

TABLE OF CONTENTS
(Continued)

| | <u>Page</u> |
|---|-------------|
| SECTION 00805 - REQUEST FOR INFORMATION..... | 113 |
| SECTION 00810 - DISABLED VETERAN BUSINESS ENTERPRISE REQUIREMENTS. | 114 |
| SECTION 00820 - ACKNOWLEDGMENT OF CHILD SUPPORT COMPLIANCE..... | 116 |
| SECTION 00830 - NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID..... | 117 |
| SECTION 00840 - SUBCONTRACTOR LIST | 118 |
| SECTION 00850 - CONTRACTOR/SUBCONTRACTOR STATEMENT OF EXPERIENCE | 119 |
| SECTION 00860 - ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION | 135 |
| SECTION 00870 - CONTRACTOR’S GUARANTEE TO TWIN RIVERS UNIFIED SCHOOL DISTRICT | 137 |
| SECTION 00875 - CONTRACT CLOSEOUT PROCEDURES | 138 |
| SECTION 00880 - EMPLOYMENT CERTIFICATION..... | 143 |
| SECTION 00890 - SITE VISIT CERTIFICATION..... | 144 |
| SECTION 00895 - CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION | 145 |
| SECTION 00896 - DISTRICT IDENTIFICATION BADGES | 148 |
| SECTION 01005 - ADMINISTRATIVE PROCEDURES..... | 153 |
| SECTION 01010 - SUMMARY OF WORK..... | 157 |
| SECTION 01200 - POST BID INTERVIEW..... | 163 |
| SECTION 01230 - ALTERNATE BID PROCEDURES..... | 169 |
| SECTION 01261 - REQUESTS FOR INFORMATION & RFI TEMPLATE | 170 |
| SECTION 01290 - MEASUREMENT AND PAYMENT PROCEDURES..... | 171 |
| SECTION 01311 - PROJECT COORDINATION | 175 |
| SECTION 01312 - COORDINATION AND MEETINGS | 176 |
| SECTION 01321 - CONSTRUCTION PROGRESS SCHEDULE | 179 |
| SECTION 01322 - CONSTRUCTION PROGRESS REPORTS..... | 184 |
| SECTION 01330 - SUBMITTALS PROCEDURES | 185 |
| SECTION 01331 - SUBMITTALS & SUBMITTAL COVER SHEET TEMPLATE..... | 189 |
| SECTION 01400 - QUALITY CONTROL..... | 190 |
| SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS..... | 198 |
| SECTION 1580 – INFORMATIONAL SIGNS | 208 |

TABLE OF CONTENTS
(Continued)

| | <u>Page</u> |
|---|-------------|
| SECTION 01600 - PRODUCT REQUIREMENTS | 210 |
| SECTION 01630 - PRODUCT SUBSTITUTION PROCEDURES | 211 |
| SECTION 01650 – NOT USED | 213 |
| SECTION 01702 - NON-ASBESTOS CERTIFICATE | 214 |
| SECTION 01710 - CLEANING | 215 |
| SECTION 01732 - CUTTING AND PATCHING | 218 |
| SECTION 01783 - OPERATION AND MAINTENANCE DATA | 222 |
| SECTION 01785 - PRODUCT WARRANTIES AND BONDS | 224 |
| SECTION 01789 - PROJECT RECORD DOCUMENTS | 226 |

SECTION 00020 - BIDDING REQUIREMENTS SUMMARY

To All Prime Bidders:

This section is intended to assist you with submitting your Bid for this project. It is not intended in any way to make changes to the project specifications or plan requirements. Please refer to the project documents and any future addenda for official changes.

1. The bid date for this project is **April 3rd 2024 at 11:15AM** (see Section 00100-Notice to Bidders)
2. The Bid Forms are to be submitted within your properly labeled and sealed bid envelope no later than **April 3rd 2024 at 11:15AM**. All bids must be signed by the bidder and submitted in sealed envelopes bearing on the outside the bidder's name and address, the name of the project and the Bid package number for which the Bid is being submitted. **The bids will be received at the Contract Services & Risk Management Office of the Twin Rivers Unified School District, 3222 Winona Way, Suite 200, North Highlands, California 95660.**
3. **DO NOT SUBMIT BIDS BY FAX.**
4. Bids not submitted on the proper forms will be rejected as non-responsive.
NOTE: Bidders not in attendance at the Non-Mandatory Job Walk and in possession of a complete set of plans and specifications will **not** be notified of any addenda.
5. This is a **PREVAILING WAGE** project.
6. The following forms **must** be included in your sealed bid. If for some reason you do not have all the forms, contact the District for a replacement set:
 - a. Signed Bid Form (Section **00300**)
 - b. Bid Bond Form (Section **00310**) or Bid Guarantee Form (Section **00320**)
 - c. Non-Collusion Declaration (Section **00830**)
 - d. List of Subcontractors (Section **00840**)
 - e. Employment Certification (Section **00880**)
 - f. Site Visit Certification (Section **00890**)
 - g. Certification of Contractor & Subcontractor DIR Registration (Section **00650**)
 - h. Substitution Request Form, if applicable (Section **00675**)
 - i. Statement of Experience or Pre-Qualification (Section **00850**)

Failure to include **all** forms in your sealed bid could render your bid non-responsive.

INSURANCE REQUIREMENTS

Please note the following Insurance Requirements to be met by the Contractor prior to full execution of its Contract by District

Send these insurance requirements and all attached insurance documents/samples to your insurance broker for immediate review and comment. The sample documents include:

Insurance Requirements (See Section 00600)

Exhibit A1 – Dual Oblige Rider

Exhibit A2 – Sample Additional Insured Endorsement with Primary Wording

Exhibit A3 – Sample per Project Aggregate Limit Endorsement

Exhibit A4 – Sample General Liability Waiver of Subrogation Endorsement

Exhibit A5 – Sample Workers' Compensation Waiver of Subrogation Endorsement

I Bond and Insurance Information (See Section 00600)

- A. Certificates and endorsements must reference a specific job.
- B. Certificates and endorsements must be received and approved within 10 days of the Notice of Award.
- C. All of your subcontractors working on the job must meet the same insurance requirements as you, and must submit acceptable insurance documents prior to starting any work.
- D. Insurance carrier must be rated “A-V11” or better by Best’s Key Rating Guide. An exception is allowed for Workers’ Comp policies written by California State Compensation Fund. District may consider other ratings which may be acceptable to District.
- E. **NO WORK IS TO BE DONE NOR WILL PAYMENTS BE RELEASED UNTIL ALL INSURANCE DOCUMENTS ARE RECEIVED AND ACCEPTED.**

II Specific Coverage Requirements (See Section 00600)

- A. General Liability coverage must be on an “Occurrence basis”. Claims made or “Modified Occurrence” policies are not acceptable.
- B. General Liability policy must provide:
 - 1. That the Aggregate Limit shall not be impaired except by occurrences on this project, and the Insurance Certificate must indicate that “Per Job Aggregate” applies.
 - 2. An Additional Insured endorsement using ISO Form CG 20 10 (04/13), or an CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.
 - 3. A Primary Insurance clause as shown on the sample, except as District may specifically accept otherwise.

Where Contractor’s policy excludes coverage for “Mold” see Pollution Liability requirements below.
- C. The Automobile Liability must apply to “Any Auto, Hired Autos and Non-Owned Autos” and the Insurance Certificate must show the appropriate boxes checked.
- D. Workers’ Compensation policy requires a Waiver of Subrogation Endorsement.
- E. A 30-day cancellation notice is required. A 10-day notice for non-payment of premium is acceptable.
- F. Current policy numbers, effective and expiration dates must be shown on all Insurance Certificates.

III Policy Limit Requirements

- A. General Liability Limits:

| | |
|-------------|---------------------------------|
| \$2,000,000 | Each Occurrence |
| \$1,000,000 | Products / Completed Operations |
| \$1,000,000 | Personal / Advertising Injury |
| \$3,000,000 | General Aggregate |
- B. Automobile Liability Limits:

| | |
|-------------|--|
| \$1,000,000 | Combined single limit per occurrence for Bodily Injury and Property Damage |
| \$3,000,000 | Bodily Injury / Property Damage Combined Single limit if Contractor or their subcontractors or vendors will be hauling hazardous materials, the auto policy shall include the MCS 90 endorsement |
- C. Workers’ Compensation / Employers’ Liability Limits:

| | |
|-------------|------------------------------------|
| \$1,000,000 | Each Accident / Disease / Employee |
|-------------|------------------------------------|

D. Aircraft Liability Limits: If applicable to the work.

\$5,000,000
\$250,000

Per Occurrence, including passenger liability Minimum
Limit for "On Hook" Liability or such other limit sufficient
to replace the item being hoisted, whichever is greater.

E. Crane Liability Limits: If applicable to the work.

\$2,000,000

Per Occurrence, Including passenger liability

F. Pollution Liability Limits: If applicable to the work.

\$5,000,000

Per Occurrence

Where Contractor is installing mechanical systems or exterior insulation and finish systems, Contractor shall provide Contractor's Pollution Liability which includes coverage for mold with limits of liability of not less than \$1,000,000 per occurrence naming District, Architect, and their respective officers, employees and agents as additional insurers including contractual liability coverage.

END OF SECTION

SECTION 00100 - NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed Bids will be received by the Twin Rivers Unified School District herein referred to as "District," at the Winona Center of the Twin Rivers Unified School District, 3222 Winona Way, North Highlands, California 95660 until **April 3rd 2024 at 11:15 AM** for furnishing all labor, material, tax, transportation, equipment, and services necessary for the **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT**, all in accordance with the specifications and working details and other Contract Documents as defined in the General Construction Contract ("Contract" or "Agreement") (Section 00500).

A copy of the Contract Documents may be obtained by Contractors by visiting the District Risk Management & Contract Services website at: <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>; or by contacting Brittany Smith at brittany.smith@trusd.net. There will be no charge for the bid documents. Questions regarding bidding procedures may be directed to the contacts listed above. Questions regarding bid specifications and sitework should be directed to the following by **March 21st 2024 @ 2:00PM**.

Architect: Warren Consulting Engineers
Anthony Tassano - anthony@wceinc.com;

Premier Management Group, Inc.
Wayne Sjolund – wsjolund@pmgcm.com;
Rami Wahhab – rwahhab@pmgcm.com

cc: TRUSD
GeneralServices@trusd.net

The successful bidder shall commence work with the issuance of the Notice to Proceed and per the project schedule referenced below. The District has established a liquidated damage rate of **\$1,000.00** per calendar day for each and every calendar day that the work remains fully uncompleted or unaccepted by the District.

| Activity | Dates |
|--------------------------------|--------------------------------------|
| Advertisement Date #1 | Friday, February 23, 2023 |
| Advertisement Date #2 | Friday, March 1, 2024 |
| Non Mandatory Pre-Bid Job Walk | Thursday, March 14, 2024 at 11:30 AM |
| Bid RFI's Due to District | Thursday, March 21, 2024 at 2:00 PM |
| Addendum, if issued | Tuesday, March 26, 2024 at 2:00 PM |
| Bid Due | Wednesday, April 3, 2024 at 11:15 AM |
| Notice of Intent to Award | Friday, April 5, 2024 |
| Board Award of Contract | Tuesday, April 16, 2024 |
| Notice of Award | Thursday, April 18, 2024 |
| Notice to Proceed | Tuesday, April 23, 2024 |
| Start Date: Construction | Monday, April 29, 2024 |
| Substantial Completion Date | Monday, July 8, 2024 |
| Contract Completion (Closeout) | Wednesday, July 31, 2024 |

District will hold a **Non-Mandatory** pre-bid walk-through on **Thursday, March 14th 2024**, beginning at 1:00PM at the entrance to VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL; 2035 North Ave, Sacramento, CA 95838

Prime Contractor bidders shall be required to have a valid **Class A, B, or C-13** Contractor's License. Bids must be from an appropriately licensed contractor and must be sealed. Interested bidders must be appropriately licensed.

Each Bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Bid Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid, as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required performance and payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Bid opening and hand delivery of Bids on the day of the Bid opening shall take place at the Winona Center of the Twin Rivers Unified School District, 3222 Winona Way, Suite, North Highlands, California 95660. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

At the bidder's sole discretion, Bids may be mailed or delivered by courier but must be received by the District prior to the hour and date of the Bid opening and shall be addressed to the Contract Services & Risk Management Office, **attention: Brittany Smith**, of the Twin Rivers Unified School District, 3222 Winona Way, Suite 200, North Highlands, California 95660. It is each bidder's sole responsibility to ensure its bid is timely delivered and received as designated above. The District is not responsible for misdirected mail – either internal or external - or other failure of any bid to be delivered the specified location. Any bid received at the specified location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Bidders are hereby notified that pursuant to section 1770 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of workman needed to execute the Contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the District.

At the request and expense of the successful bidder, securities equivalent to the amount withheld from progress payments (i.e., retention) may be deposited with the District, or with a state or Federally chartered bank as the escrow agent (the successful bidder shall bear all costs of escrow) and the District shall pay monies which would otherwise be retained to the successful bidder. The form of escrow agreement and securities eligible for investment pursuant to this option shall be governed by Public Contract Code Section 22300 and Government Code Section 16430.

Within 10 days after notification of the Award of Contract, the successful bidder or bidders will be required to furnish, simultaneously with execution of the Contract, a Labor and Material Payment Bond and a Faithful Performance Bond in the form required by the District, each in an amount equal to one hundred percent (100%) of the Contract Price from an admitted surety company as defined in Code of Civil Procedure section 995.120.

In accordance with Education Code Section 17076.11, District has established a participation goal for Disabled Veteran Business Enterprises (DVBE). Bidder shall be familiar with this provision and provide the necessary information as indicated in the Instructions to Bidders.

In determining the lowest responsive Bid, District intends to consider only the base bid.

The Contract Documents for the Project have many unique requirements. Bidders are cautioned to carefully review all of the Contract Documents prior to submitting a Bid and to obtain pre-Bid clarification of any provision which bidder believes is ambiguous or confusing, as provided for in the Contract Documents.

The Engineers Estimate for this project is: \$440,000.00

The Board reserves the right to reject any or all Bids, and further reserves the right to waive any informalities or irregularities in the Bids or in the bidding. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its bid.

NOTICE: BIDDERS SHALL BE REQUIRED TO COMPLETE THE STATEMENT OF EXPERIENCE FORM AND, FOR EACH PROPOSED SUBCONTRACTOR, REQUIRE COMPLETION OF THE STATEMENT OF EXPERIENCE FORM INCLUDED IN THE BID PACKAGE. BIDDERS STATEMENT OF EXPERIENCE FORMS SHALL BE SUBMITTED CONCURRENTLY WITH SUBMISSION OF BIDS IN ACCORDANCE WITH THE NOTICE INVITING BIDS. A BIDDER WHO IS NOTIFIED THAT HE/SHE/IT IS THE APPARENT LOW-BIDDER MAY BE REQUIRED, WITHIN FORTY-EIGHT (48) HOURS OF BEING NOTIFIED BY THE DISTRICT THAT HE/SHE/IT IS THE APPARENT LOW BIDDER, SUBMIT THE STATEMENT OF EXPERIENCE FORM(S) FOR ALL LISTED SUBCONTRACTORS. FAILURE TO TIMELY SUBMIT SUBCONTRACTOR STATEMENT OF EXPERIENCE FORMS MAY RESULT IN THE REJECTION OF THE BID.

Note: If your company has been prequalified by the District as either a General or Specialty Subcontractor, completion of the Statement of Experience is not required. In lieu of the Statement of Experience, please include with your bid submission a copy of the Prequalification Letter sent to you by the District.

END OF SECTION

SECTION 00110 - INSTRUCTIONS TO BIDDERS

1. Bids: Bids to receive consideration shall be made in accordance with the following instructions:
 - A. "Base Bid", Basis of award of projects are on an individual basis. The basis of determining the lowest responsible, responsive bidder will be based upon the stated value of each of the combined total bid price, per project (base bid amount plus 10% owners contingency), the unit price schedule shall be used for determining the value of potential change orders and may be used to award additional work at the additional locations specifically named in the bid, and other locations to be determined at a later date, after the initial contract(s) have been awarded"
 - B. Bids shall be made on the form included in these Bid documents and which may be photocopied. All items on the form shall be filled out; numbers shall be stated both in writing and in figures and the signatures of all individuals shall be in longhand.
 - C. Bids shall not contain any revision of the work to be done, and alternative Bids will not be considered unless called for. Substitutions shall only be considered within Section 01630, Product Substitution Procedures.
 - D. Should a bidder find discrepancies in or omissions from the drawings or documents, or should he/she be in doubt as to any meaning, he/she shall immediately notify the Architect, who will send written instructions to all bidders. Neither District nor Architect will be responsible for any oral instructions. No interpretations will be issued later than three (3) days prior to the date set for the opening of Bids, except as set forth below. All inquiries will be answered in writing and distributed to all bidders in the form of addenda to the Contract prior to the Bid opening date.
 1. Addenda: All addenda shall be signed by the Architect and subsequently approved by the Division of the State Architect ("DSA"). Nothing contained herein shall be constructed as requiring any addenda to be approved by DSA prior to the award of the Contract.
 - (a) Addenda may be issued up until two (2) hours prior to the Bid opening time for clarification of the Contract Documents which does not materially change the total Bid as described in (b) below.
 - (b) Addenda may be issued up until (72 hours) prior to the Bid opening time involving any material changes, additions, or deletions to the Contract Documents. The term "material change" shall be as defined in Public Contract Code section 4104.5.
 - (c) Explanations, clarifications, interpretations and/or modifications made by other means are not valid unless confirmed by written addendum issued to all known bidders.
 - (d) Should a bidder fail to receive or acknowledge any addendum issued, his/her/its Bid may be deemed non-responsive.
 - (e) Bidders shall report immediately in writing to the Architect any discrepancy, conflict and/or item requiring clarification in the Contract Documents so that supplementary information, if necessary, can be included in an addendum or addenda.

- E. The District reserves the right to accept, during any phase of the project, by change order, any deductive alternate(s), in whole or in part, not incorporated into the Contract at the time of execution of the Contract. If the District elects at any time during the duration of the Contract to accept a deductive alternate, or any portion thereof, the deduction taken shall be that which was originally set forth in the Bid. Further, the District reserves the right to add back into the project, during any phase of the project, by change order, any deductive alternate(s) taken at the time of execution of the Contract, in whole or in part. If the District elects at any time to add back into the Contract a deductive alternate previously taken, the additional cost to the District shall be limited to that set forth in the original Bid.
- F. All addenda or bulletins issued during the Bid period shall be acknowledged in the Bid Form and will become a part of the Contract for the project.
- G. Pursuant to the provisions of Section 4100 et seq. inclusive, of the Public Contract Code, every bidder shall in his Bid set forth:
- (1) The name and location of the place of business and license number of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total Bid.
 - (2) The portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of the bidder's total Bid, he/she agrees to perform that portion himself/herself. The successful bidder shall not, without the consent of the District, either:
 - (a) Permit any subcontractor to be substituted, assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the Bid.
 - (b) Other than in the performance of change order, sub-let or subcontract any portion of the work in excess of one-half of one percent of the total Bid as to which his/her original Bid did not designate a subcontractor.
- H. Bids must be accompanied by cash, a cashier's check, or Bid Bond, for an amount not less than ten percent (10%) of the total Bid, made payable to the order of District. A Bid Bond shall be secured from an admitted surety company as defined in Code of Civil Procedure section 995.120. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work. If the successful bidder refuses or fails to enter into the Contract within ten (10) days after the Notice of Award, said bid security shall be forfeited to District.
- I. Bids shall be addressed to the District and shall be enclosed in an opaque sealed envelope, addressed to the Contract Services & Risk Management Department of the Twin Rivers Unified School District, 3222 Winona Way, Suite 200, North Highlands, California 95660 and marked "Formal Bid." Each envelope shall bear the title of the work and name of the bidder. No telephone or telegraphic Bids or amendments to Bids shall be effective. The hand delivery of Bids on the day established for the receipt of Bids shall take place at and be made to the Contract Services & Risk Management Department of the Twin Rivers Unified School District, 3222 Winona Way, Suite 200, North Highlands, California 95660. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated. Any bid

received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

1. Bids must include all applicable taxes in the Bid amount: The bidder is solely responsible for payment of all out-of-state taxes that may be incurred.
2. Mandatory Pre-Bid Meeting/Walk-Through: The District holds a mandatory pre- bid walk-through for all bidding contractors. The Mandatory Pre-bid meeting/walk- through for this Project will be held at the date and time set forth in the Notice to Bidders.
3. Withdrawal of Bids: Bids may be withdrawn by the bidder prior to the time fixed for opening of Bids. Thereafter the bids may not be withdrawn for a period of 60 days.
4. Opening of Bids: Bids will be opened and read at or about the time set in the advertised Notice to Bidders. Bidders, or their representatives, and other interested persons, may be present at the opening of Bids.
5. Award or Rejection of Bids/Bids/Alternates: The Contract, if awarded, will be awarded to the responsible bidder. The responsible bidder shall be determined based on the lowest base Bid, excluding consideration of the prices on the additive or deductive items that is in compliance with these instructions and the advertised Notice Inviting Bids. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of Contract. Any bidder before being awarded a Contract may be required to furnish evidence satisfactory to District that he/she and his/her proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the Contract in a satisfactory manner. The District reserves the right to reject the Bid of any bidder based on non-responsibility and/or who has previously failed to perform properly or to complete on time, contracts with the District. The District reserves the right to reject any or all Bids or alternates and waive any informality or irregularity in the Bids or in the bidding.
6. Examination of Contract Documents and Site of Work: Before submitting a Bid, bidders shall examine the drawings, read the specifications, and all other Contract Documents. Bidders shall visit the site of the proposed work; examine the site and building if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions on, in, at, and about the site, the building if any, and the proposed new work that is to be done thereon.
7. Number of Sets of Plans and Specifications to be provided to Contractor: If the Contract is awarded, the successful bidder will be provided with four sets of the plans and specifications for the performance of this project. Any additional sets of plans and specifications shall be procured by the successful low bidder at his/her/its sole cost and expense.
8. Return of Plans and Specifications: Bid Documents shall be returned to the individual or entity from which they were procured. If a deposit was made for the loan of the Bid Documents, said deposit will be refunded provided said loaned Documents are returned, in good condition, within ten (10) calendar days after Bids are opened. All bidders seeking to return copies of the plans and specifications to obtain a refund of the required deposit, must verify, in writing, that the plans and specifications being returned are complete and in good condition before such bidder is eligible to receive a refund of the deposit.
9. Form of Contract: The form of Contract which the successful bidder will be required to execute, if awarded the work, is the General Construction Contract ("Contract" or "Agreement") including general and supplemental conditions which is set forth herewith.

10. Equals: Pursuant to Section 3400 of the Public Contract Code, any item or requirement calling for a designated material, product, thing, or service by specific brand or trade name shall be construed as being followed by the words "or equal" so that bidders may furnish any material, product, thing or service which is in all respects equal to the item specified, including but not limited to size, quality, guarantees, and materials. The proposed "equal" must in all respects be equal to or better than the item for which it is proposed to be substituted. District's determination, in consultation with the architect, shall be final regarding proposed equals.
11. Insurance - Bonds: The successful bidder will be required to obtain Workers' Compensation Insurance coverage, and Bodily Injury and Property Damage Liability Insurance, Automobile Insurance and Builder's Risk (Fire) Insurance. Such insurance shall name District, its officers, agents, and employees as additional insures. He/she will also be required to furnish Faithful Performance and Payment (Labor and Material) surety bonds in the form set forth in the Contract Documents and included here with. The successful bidder may also be as required to provide a warranty maintenance bond as set forth in Article 50 of the General Conditions and in the form set forth in the Contract Documents and included herewith.
12. Rain Days: Occurs if it results in precipitation which if the amount, frequency, or duration, is in excess of the norm at the location of the Project and time of year in question as established by NOAA weather data as determined by the District. (See Section 00700, Article 13; Sub-Article 13.5 for further details.)
13. Completion Date-Liquidated Damages: Time is of the essence in this Contract. Contractor must commence work on the project upon receipt of the Notice to Proceed and the project must be completed as per Paragraph 4 of Specification Section 00300, Bid Form. Failure to complete the project on time will subject the successful bidder to liquidated damages as set forth in the liquidated damages provision set forth in the General Conditions.
14. Anti-Discrimination: The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. The contractor will comply with all provision of Executive Order No. 10925 of March 6, 1961, as amended, and all rules and regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act (Gov. Code 12900 et seq.).
15. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to his employees.

Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the Contract, a copy of which is enclosed herewith.

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

16. Compliance with Laws and Regulations: The successful bidder/contractor shall comply with all laws and regulations governing contractor's performance on a public project including, but not limited to, anti-discrimination laws, workers' compensation laws, prevailing wage laws set forth in Labor Code section 1720 et seq. and licensing laws.

- 16.1 Travel and Subsistence Payments: Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.
- 16.2 Apprentices: The Contractor and all subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any subcontractor under the Contractor shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.
17. License Information: Each bidder shall list his/her license number, license type and expiration date on the Bid Form. Each bidder must be a contractor properly licensed to perform the work covered by the Bid documents upon which it is Bid with an active license in good standing as of the date of receipt of Bids. The license must be issued by the Contractors' State License Board (CSLB) of California and must be maintained in good standing throughout the term of the Contract.
- 17.1 All subcontractors must be properly licensed by the CSLB to perform construction work they will be undertaking and must maintain their licenses in good standing throughout the terms of the Contract.
- 17.2 As required pursuant to the Subletting and Subcontracting Fair Practices Act, each bidder shall submit with its bid a list of the names, license numbers, DIR registration numbers, and locations of the places of business of each subcontractor that will perform work or labor or render service to the bidder in or about the Project, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent of the total amount of the bidder's bid. A bidder that lists more than one subcontractor for any one portion of the work or fails to list a subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the bid documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the bidder must submit a separate list of subcontractor for each such alternate. A bidder shall submit the lists of subcontractors only on the form included in the bid documents.

- 17.3 The bidder to which the District awards a Contract for the Project, and each of that bidder's subcontractors of any tier, shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract ("Prevailing Wages"). The successful bidder must retain copies of certified payrolls for a minimum of five years from the date of final completion and submit upon the request of the District or its authorized agent. A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project. Rates are available at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.
- 17.4 Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and sub-contractors that wish to bid on, be listed in a bid, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and sub-contractors' current registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of the Subcontractors Form.
- 17.5 If two or more business entities submit a Bid on a Project as a Joint Venture, or expect to submit a Bid as part of a Joint Venture, each entity within the Joint Venture and the Joint Venture itself must be properly licensed by the CSLB and the bidder must list each entity's license number, license type and expiration date on the Bid.
18. Non-Collusion Declaration: Bidders shall submit a completed non-collusion declaration, in a form acceptable to District, a copy of which is attached hereto, with their Bid.
19. Addenda: All addenda shall be signed by the Architect and subsequently approved by the Division of the State Architect. Nothing contained herein shall be construed as requiring any addenda to be approved by DSA prior to the award of the Contract.
20. Fingerprinting/Criminal Background Certification: Only the successful bidder will be required to submit a Fingerprinting/Criminal Background Certification in a form acceptable to District, a copy of which is attached here to. In addition to fingerprinting and criminal background certification, the successful bidder shall ensure the safety of the pupils to be protected by the following methods:
- a. The installation of a physical barrier at the worksite to limit contact with pupils. However, if the contractor leaves to perform work outside of the designated area, the contractor must have no contact with pupils, must not enter any restroom facility, must not go into any areas that are not necessary for the performance of the work and must at all times wear a name tag, clearly visible, that is acceptable to the District and meets the requirements set forth in Paragraph 20.2.
 - b. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- 20.1 Fingerprint/DOJ Clearance Required on All District Projects: Prior to the successful bidder being permitted to commence work on the project, the District requires, at a minimum, that the Project Manager, Project Superintendent, Project Foreman, and Project Forman for all sub-contractors, if applicable, must

have clearance through the District/DOJ and have a District issued identification badge, that is in a form acceptable to the District. Nothing herein, however, shall be construed to limit the District's ability to require all employees be fingerprinted and cleared as set forth in Paragraph 20 above. The successful bidder shall be responsible for all costs associated with obtaining the required District/DOJ clearance and the issuance of the identification badge.

- 20.2 Identification Badges: Each Fingerprinted employee that has cleared the DOJ shall be badged by the District. Each and every contractor, employee, subcontractor delivery person and/or guest on the school site, must wear an identification badge, clearly visible, acceptable to the District as required by the Contract Documents.
21. Site Visit Certification: Bidders shall submit a completed site visit certification, in a form acceptable to District, a copy of which is attached hereto, with their Bid.
22. Employment Certification: Bidders shall submit a completed employment certification, in a form acceptable to District, with their Bid certifying that he/she/it has not been convicted in the preceding five years of violating State or Federal law respecting the employment of undocumented aliens, a copy of which is attached hereto.
23. Child Support Compliance: For every Contract in excess of \$100,000.00, only the successful bidder will be required to acknowledge that he/she is aware of the State's policy regarding the importance of child and family support obligations and that to the best of his/her knowledge, he/she is fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department. Bidders shall submit a completed child support compliance acknowledgment, in a form acceptable to the District, a copy of which is attached hereto.
24. Disabled Veteran's Participation Goal Record Keeping Requirement: Pursuant to Education Code Section 17076.11, the Twin Rivers Unified School District has adopted a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to the District for construction or modernization. Therefore, prior to, and as a condition precedent for final payment under any Contract awarded hereunder, the Contractor shall be required to provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the Contract, or in the alternative, certification that no disabled veteran business enterprises had been utilized by the Contractor on the project, so that the District can assess its success at meeting its disabled business enterprises participation goal.
25. Assignment Under Antitrust Claims: In accordance with Section 4552 of the California Government Code and Section 7103.5 of the Public Contract Code, bidders/contractors shall conform to the following requirements:
- A. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, contractor or subcontractor offers and agrees to assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to contractor, without further acknowledgment by the parties.
- B. In submitting a Bid to District, bidder offers and agrees that if Bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under

the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials by the bidder for sale to District pursuant to the Bid. Such assignments shall be made and become effective at the time District tenders final payment to bidder.

26. Estimated Quantities: If the Bid Documents provide information concerning estimated quantities of work to be performed, the estimated quantities are approximate only, being given as a basis for the comparison Bids. District does not, expressly or by implication, agree that the actual amount of work will correspond with the estimate, and District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by District, with no adjustment to the unit price except as expressly provided in the Contract Documents
27. Unit Prices: If the bid form calls for unit prices, the quoted unit price shall serve as the basis for payment for the actual number of units installed as measured in the field. The unit price quoted shall include all labor, materials, tools, equipment, taxes, supervision, insurance, field and home office overhead, incidentals, and other costs and expenses necessary to complete the item described in accordance with the approved Contract Documents.
28. Unbalanced or Altered Bids: Bids in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.
29. Submission of Information in Response to Notice of Award: Within five (5) days of receiving the Notice of Award, in addition to other contractually required submittals, Contractor shall also submit the following information to District:
 - A. Names and titles of Contractor's personnel authorized to sign Contract Documents, contract change orders, request for changes, request for information, etc.
 - B. Names and work, home, and mobile telephone numbers of Contractor's Project Manager, Project Superintendent, Foreman, and personnel who can be reached in case of emergencies.
 - C. Name, address, work, home and mobile telephone of the Contractor's Project Manager, Project Superintendent and Foreman who will be assigned by the Contractor to the Project, as well as a copy of the resume of the Project Manager, Project Superintendent and Foreman.
 - D. Names and titles of personnel designated to be the Equal Employment Opportunity Officer(s) by Contractor and all subcontractors holding subcontracts.
 - E. Name and title of person responsible for the prevention of accidents in accordance to Federal/State OSHA Regulations and SB-198.
30. Designated Project Manager, Superintendent and Foreman - District Approval Required: As provided for in Paragraph 29 above, within five (5) calendar days of receiving the Notice of Award,

Contractor shall submit to District the information identified in 29 .C above for District's review. Within ten (10) business days of receipt of such information, District shall notify Contractor as to whether the designated Project Manager, Project Superintendent and Foreman for the Project are acceptable to the District. District's approval shall not be unreasonably withheld.

- 30.1 If, at any time during the Project, the District notifies the Contractor that either the Project Manager, Project Superintendent or Foreman on the Project are not performing to the District's satisfaction, the Contractor shall immediately replace such individuals not later than seven (7) business days after receipt of such notification from District. Contractor shall provide the District with the information identified in Paragraph 29 above relating to any replacement Project Manager, Project Superintendent or Foreman prior to the individuals performing work on the Project. District shall expeditiously review the information to determine whether the proposed replacement Project Manager, Project Superintendent and/or Foreman are acceptable to the District, which approval shall not be unreasonably withheld.
 - 30.2 If, at any time during the Project, Contractor notifies the District, in writing, stating the reasons therefore, that the Project Manager, Project Superintendent or Foreman have become unavailable to continue on the Project, Contractor may substitute other personnel of at least equal competence upon prior written approval by District, which approval shall not be unreasonably withheld. Contractor understands, however, that District will not approve any substitution if the basis of such request is to merely assign these employees to other Projects being constructed by Contractor before the completion of the Project that is the subject of this Contract. In proposing replacement personnel, Contractor must first provide the District with the information identified in Paragraph 29 above relating to any replacement Project Manager, Project Superintendent or Foreman prior to the individuals performing work on the Project. District shall expeditiously review the information to determine whether the proposed replacement Project Manager, Project Superintendent and/or Foreman are acceptable to the District.
 - 30.3 Contractor shall keep a full-time Project Superintendent and Foreman physically on each project site at all times that work is being performed on the project and shall keep during the progress of the project any necessary assistants to the Project Superintendent. Contractor understands and agrees that the Project Superintendent cannot be removed from any assigned project, without the express written consent of the District, which District agrees shall not be unreasonably withheld.
 - 30.4 Contractor understands and agrees that the requirement to provide a Project Superintendent and a Project Manager expressly requires that Contractor employ two separate individuals and that contractor will not be permitted to staff this Project with just one employee wearing both the hat of Project Superintendent and Project Manager, unless expressly authorized by District, in writing.
31. Change Orders: The successful bidder understands that all change orders or construction change documents shall be submitted in accordance with the requirements of Article 11 of the General Conditions. The successful bidder also understands and agrees that when submitting any change order proposal that such change order shall be broken down separately to itemize labor, by trade and hourly rate, for any trade performing work on the project and materials for any one activity. Finally the successful bidder understands and agrees that when submitting its itemized change order proposal, that the successful bidder shall only be allowed to submit a cost proposal for labor that reflects the wage rates set forth in the Schedule of Values for trade that is currently on file with the District and Architect at the

time the change order proposal is submitted. Any references to change orders shall also mean any construction change document.

32. Payments: The successful bidder understands that all Applications for Payment must be submitted to District using AIA G702 and AIA G703 pay application forms or any other form, approved in writing, by District for use with the project and must be accompanied by any and all other information required by any other provision of the Contract Documents (e.g., cash allowances, change orders, current schedule of values, et cetera). Pay Applications that are not submitted on the proper form or accompanied by any other documentation required by the Contract Documents will not be considered complete and will be returned to Contractor for correction and resubmission. Once the Pay Application is considered complete, it shall be processed for payment in accordance with Article 35 of the General Conditions.
33. Formal Bid Protest Procedures: The following instructions must be followed by any contractor who wishes to challenge the District's selection and award of bid or process thereof.
1. Any bid protest must be submitted in writing to the Contract Services & Risk Management Department, Twin Rivers Unified School District, 3222 Winona Way, Suite 200, North Highlands, CA 95660, before 5:00 p.m. on the fifth (5th) day following the opening of bids.
 2. Only Contractors participating in the Bid process may file a protest.
 3. The initial protest shall contain a complete statement of the basis for the protest.
 4. The initial protest shall also contain the name, address, telephone number, and e-mail address of the person representing the protesting entity.
 5. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be affected by the outcome of the protest.
 6. The District will review the initial protest to determine whether it holds merit or there are any grounds for the complaint. A letter addressing the response and the District's intention to resolve or dismiss the matter will be mailed to the party originating the protest within ten (10) days after receipt of the initial protest documentation.
 7. If the District determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
 8. The District reserves the right to proceed to award the Project and commence construction pending a protest. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party.
34. Special Indemnity: By submitting a Bid, Bidder warrants and represents that its performance of the work contemplated by the Contract Documents will not infringe any patents, licenses or other intellectual property rights, and that no pending or threatened litigation exists with respect to the process or product that Bidder intends to use. Bidder agrees to defend, indemnify and hold harmless the District, Architect, and each of their members, officers, employees, consultants, agents and subcontractors from and against any and all claims, damages, fines, penalties, judgments, or suits arising out of or relating

to Bidder's participation in the project and/or arising from the foregoing representations and warranties or any alleged or actual patent, copyright, or other intellectual property violation or any other pre-existing legal actions or agreements between the bidders.

The District has to the best of its reasonable ability, researched the products and systems described in this specification and cannot be held liable for any unintentional patent infringements that may be found in this specification.

35. Certification of All Claims Submitted/Notification of Enforcement of False Claims Act: The successful Bidder will be required to certify the accuracy of all claims submitted to the District, as part of the submission of such claim(s). Each claim must be accompanied by the following certification:

I have personal knowledge of the contents of the claim being submitted to the District. I have personal knowledge that the facts contained within this claim and any supporting documentation are true and/or I am informed and believe that they are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__ in _____, California.

In addition, Contractor expressly acknowledges that it is aware of the provisions of the state and federal False Claims Act and is also aware that if a false claim is knowingly submitted (as the term "Claim" and "Knowingly" are defined in California Government Code Section 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

The Federal FCA lists seven types of false claims. California lists those claims and adds an eighth one. The False claims listed in the California FCA are as follows:

1. Knowingly presents or causes to be presented to an officer or an employee of the state or any political subdivision thereof, a false claim for payment or approval. Cal. Government Code 12651(a) (1). See also 31 U.S.C. 3729(a) (1).
2. Knowingly makes uses or causes to be made a false record or statement to get a false claim paid or approved by the state or by any political subdivision. Cal. Government Code 12651(a) (2); 31 U.S.C.3729 (a) (3).
3. Conspires to defraud the state or any political subdivision by getting a false claim allowed or paid by the state or any political subdivision. Cal. Government Code 12651(a) (3); 31 U.S.C. 3729(a) (3).
4. Has possession, custody, or control of public property or money used or to be used by the state or by any political subdivision and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt. Cal. Government Code 12651(a) (4); 31 U.S.C. 3729(a) (4).
5. Is authorized to make or deliver a document certifying receipt of property used or to be used by the state or by any political subdivision and knowingly makes or delivers a receipt that falsely represents the property used or to be used. Cal. Government Code 12651(a) (5); 31 U.S.C. 3729(a) (5).
6. Knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property. Cal. Government Code 12651(a) (6); 31 U.S.C. 3729(a) (6).

7. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the state or to any political subdivision. Cal. Government Code 12651(a) (7); 31 U.S.C. 3729(a) (7).
8. Is a beneficiary of an inadvertent submission of a false claim to the state or a political subdivision, subsequent discovers the falsity of the claim, and fails to disclose the false claim to the state or the political subdivision within a reasonable time after discovery of the false claim." Cal. Government Code 12651(a) (8); 31 U.S.C. 3729(a) (8).

(Note: This places a burden on general contractors to exercise due diligence in reviewing subcontractor claims before passing them through to the District. If a general contractor passes through a claim and then later discovers that it is false, the general contractor must notify the District and either withdraw the claim or be subject to false claims liability.)

For illustrative purposes only, the following may constitute a violation of the False Claims Act:

1. Falsification of hours set forth in timecards;
2. Overstating wage rates;
3. Submitting billings for costs or services not actually incurred on the project;
4. Altering invoices submitted by subcontractors or suppliers;
5. Double billing for the same work;
6. Colluding with third parties to submit overstated charges;
7. Substitution of cheaper or substandard materials;
8. Invoicing for unallowable costs;
9. Submitting false subcontractor pass through claims;
10. False certifications in any area required by contract, state or federal law;
11. Deductive change orders (reverse false claim);
12. False certification for equitable reimbursement of change orders;
13. Misrepresenting that work meets contract requirements;
14. Misrepresenting that contractor is paying applicable prevailing wages;
15. Misrepresenting that contractor is paying all of its subcontractors appropriately;
16. Misrepresenting that work is subject to reimbursement, etc.

END OF SECTION

SECTION 00300 - BID FORM

TO THE HONORABLE:
Board of Trustees
Twin Rivers Unified School District

Bid Opening Date: **April 3rd 2024**
Bid Opening Time: **11:00 AM**

Dear Board Members:

Pursuant to the Notice Inviting Bids, and in compliance with the instructions to Bidders, having reviewed all Contract Documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment and services necessary for the **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT** all in accordance with the specifications and working details and all other Contract Documents

1) **IN SUBMITTING THIS BID, BIDDER REPRESENTS THAT:**

- (a) Bidder has examined copies of all Contract Documents, including the Invitation to Bid, the Instructions to Bidders, and the following addenda:

Addenda Numbers:

Number _____ Dated: _____ Number _____ Dated: _____

Number _____ Dated: _____ Number _____ Dated: _____

- (b) Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary;

2) **DEFINITIONS AND CONDITIONS:**

- (a) The term **Contract Documents** where used herein, is defined in the Contract and all **Addenda** issued prior to receipt of Bids entitled **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT** and adopted by the **Board of Trustees of the Twin Rivers Unified School District**.
- (b) The term **Work** or **Project** as applied to the contractor or subcontractor includes all labor, materials, equipment, mechanical workmanship, transportation and services required.
- (c) The term, **Provide** shall include provide a complete in place or furnish and install
- (d) It is understood that the work described under the **Base Bid** and the **Alternates** are as shown on the **Contract Documents** for the **Work**.
- (e) The total sum for the Base Bid and all Alternates shall include all Federal, State and County and local taxes. No excise tax for such materials shall be included in any proposal price.

Each contractor, subcontractor and material dealer shall include all sales tax and payroll taxes required by law. If under federal excise tax law, any transportation hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the State of California for purpose of such exemption and (2) that the sale is for the exclusive use of the District

3) **BIDDERS WILL COMPLETE THE WORK FOR THE FOLLOWING PRICE:**

BID for VISTA NUEVA CAREER AND TECHNOLOGY HS FENCING:

Refer to the Contract Documents (defined in 2a above) and provide all labor, materials, equipment, mechanical workmanship, transportation and services for all the work shown on the Contract Documents.

ALL THE WORK SHOWN ON THE CONTRACT DOCUMENTS REFERRED TO ABOVE, FOR THE TOTAL SUM OF: _____ DOLLARS.

(\$ _____) **Base Bid**

(\$ _____) **10% Owner Contingency**

ALL THE WORK SHOWN ON THE CONTRACT DOCUMENTS REFERRED TO ABOVE, FOR THE TOTAL SUM OF: _____ DOLLARS.

(\$ _____) **TOTAL BID**

ALTERNATE BIDS:

The following amounts shall be added to or deducted from the Base Bid. Alternates are fully described in the Contract Documents.

Alternate No. 1: ADD/DEDUCT NOT USED Dollars (\$ 0.00)

Alternate No. 2: ADD/DEDUCT NOT USED Dollars (\$ 0.00)

Alternate No. 3: ADD/DEDUCT NOT USED Dollars (\$ 0.00)

4) **CONSTRUCTION SCHEDULE AND COMPLETION OF THE WORK:**

The contract work for these areas shall achieve final completion and ready for occupancy by the District as noted in the Contract.

It is also IMPORTANT that the Contractor understands that achieving substantial completion and allowing for occupancy by the District does not relieve the Contractor from achieving final completion by the Project Completion Deadline.

Failure to achieve final completion, as that term is defined in Article 13.4 of the General Conditions, within the Project Completion Deadline will result in the District imposing liquidated damages against the Contractor for every calendar day thereafter until final completion is actually achieved.

5) **BID CERTIFICATION**

If awarded the Contract, the undersigned will begin work upon receipt of the Notice to Proceed.

By submission of a Bid, a bidder certifies possession of a duly issued and valid contractor's license issued by the State of California, which license authorizes bidder to contract to perform the type of work required by the specifications. Should the bidder fail to provide the information requested below concerning State Contractor's license number and classification, the District may reject the Bid as non-responsive.

Contractor: _____

State License No: _____

By: _____

State License Classification: _____

Title: _____

Expiration Date: _____

Mailing Address: _____

DIR # _____

Email Address: _____

Telephone No.: _____

(Note to Bidders: No Bid shall be valid unless signed by the person making the Bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the same shall be signed by a valid partner; and if the party is a corporation, the same shall be signed by its properly authorized officer or officers.)

END OF SECTION

SECTION 00310 - BID BOND

Know All Men by These Presents: that _____ as Principal, and as Surety, are held and firmly bound unto Twin Rivers Unified School District as Obligee, in the sum of (amount must be ten [10%] percent or more of total bid) _____ /100 Dollars (\$ _____) lawful money of the United States for the payment whereof, well and truly to be made, above bonded Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the Principal is herewith submitting a Bid for the **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT,**

NOW, THEREFORE, if the Principal shall, within ten (10) calendar days after receipt of written notification of acceptance of his/her Bid, enter into a contract and execute and deliver to said Obligee a bond for faithful performance of said contract and payment (labor and materials) bond, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If the Principal fails or refuses to enter into a contract and to execute and deliver to said Obligee all required documents including, but not limited to, bonds for faithful performance of said contract and payment (labor and materials) bond, then Obligee may provide Surety with written notice of Principal's failure and Surety shall thereafter, within seven (7) calendar days of receipt of written notification, remit full payment of the bond amount to Obligee for payment of the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies and/or together with costs incurred by the District in again calling for bids.

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 there under, 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 Principal, Surety or Obligee becomes involved in litigation arising out of his/her/it's obligations pursuant to this bond, the court in such litigation or any separate suit, shall award reasonable cost and expenses, including attorney fees, to the prevailing party. This bond shall be governed by the laws of the State of California and in the event of legal action, Surety, Principal, and co-signer(s), if any, shall submit to the jurisdiction of the appropriate court in the State of California.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals on this _____ day of _____ 20__.

(Corporate Seal) _____
Principal
By: _____
Title: _____

(Corporate Seal) _____
Surety
By: _____
Title: _____

(Attach Attorney-In Fact-Certificate)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

END OF SECTION

SECTION 00320 - BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Twin Rivers Unified School District or a certified check payable to the order of the Twin Rivers Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid.

END OF SECTION

| | |
|-----------|---------|
| Reference | # _____ |
| Vendor | # _____ |
| Project | _____ |

**SECTION 00500 - TWIN RIVERS UNIFIED SCHOOL DISTRICT GENERAL
CONSTRUCTION CONTRACT**

THIS CONTRACT, entered into this__ day of _____, 20__ in the County of Sacramento of the State of California, by and between the Twin Rivers Unified School District, hereinafter called the "District", and _____, hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall achieve substantial completion of the Work by _____. Contract completion (Closeout) will be on or before _____. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions and Submittal Schedules.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of **One Thousand Dollars and No/100's (\$1,000.00)** per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See General Conditions).

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions. Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work. The Contract Price may be increased or decreased as allowed under the Contract Documents.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

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

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Contractor, at its own expense, cost, risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following "Contract Documents", all of which are component parts of the Contract as if herein set out in full or attached hereto:

Bidding Requirements Summary
Notice to Bidders
Instructions to Bidders
Bid Form
Bid Bond Form
Bid Guarantee Form
General Construction Contract
Bond and Insurance Information
Performance Bond
Payment Bond
Contractor's Certificate Regarding Worker's Compensation
DIR Registration Certification
Substitution Request Form
Drug-Free Workplace Certification
General Conditions
Supplementary and Special Conditions
Disabled Veterans Business Enterprise Requirements
Acknowledgment of Child Support Compliance
Non-Collusion Declaration
Subcontractor List
Escrow Agreement for Security Deposit In Lieu of Retention
Guarantee
Employment Certification
Site Visit Certification
Criminal Background Investigation Certification
District Identification Badges
Non-Asbestos Certificate
Insurance Forms, Certificates and Endorsements
All Specifications
All Addenda as Issued
Drawings/Plans
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
W9

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a **Class "A", "B" or "C-13"** Contractor's License, issued by the State of California, which must be current and in good standing.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

District:

Twin Rivers Unified School District
Facilities Department
3222 Winona Way, Suite 201
North Highlands, California 95660

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract and all other Exhibits to accompany this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

Twin Rivers Unified School District
Representing the State of California
(Herein called District)

Contractor: _____

By: Ryan DiGiulio _____

By: _____

Name: _____

Name: _____

Chief Business Official _____

Title: _____

Date: _____

Date: _____

By: Victoria Garcia _____

Name: _____

Director of Facilities Construction & Planning _____

Date: _____

License # _____ Expiration Date: _____

DIR No: _____

(CORPORATE SEAL)

| | | | |
|---|-----------|-------------------------------------|--------------------------|
| Initiator: _____ | | Budget Code: _____ | |
| Processor: | | Total Fee Not to Exceed: | |
| W-9 Form | Yes No | Insurance | Yes No |
| | | Fingerprinting (Ed Code 45125.1) | Required Not Required |
| | | TB Clearance (BP 1240) | Required Not Required |
| Sent to Board Meeting _____ / _____ / _____ as Routine Contract Board Agenda Item | | | |
| TO BE COMPLETED BY BUDGET | | | |
| Budget Approval: _____ | | Date: _____ | |

SECTION 00600 - BOND AND INSURANCE INFORMATION
(To be submitted to Insurance/Bonding Company by Successful Bidder)

Contractor: _____

School District and Address: Twin Rivers Unified School
District Facilities Department
3222 Winona Way, Suite 201
North Highlands, California
95660

Project Title: **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT**

Date of Bid: _____ Amount: _____

Performance Bond: 100% (See attached bond form / 2 originals required)
Payment Bond: 100% (See attached bond form / 2 originals required)

Substantial Completion: _____
Contract Completion (Closeout): _____
Liquidated Damages: **\$ 1,000.00/day**

Number of executed contracts needed: **One Originals**

Description of Work: **Work includes but not limited too the Demolition of Existing Fencing & Gates, and work associated with Path of Travel upgrades. Construction of new site fencing, gates, hardware, and ADA Path of Travel upgrades. Work to be performed during normal business hours.**

Included but not limited to:

1. Furnish and install all labor, material and equipment for all Work shown and/or specified in accordance with the Contract Documents, except as excluded below.
2. This scope of work also applies to all applicable awarded alternates.
3. Information provided under "Also Included" points out some items which may be considered less obvious or "unconventional", but which are included in the Scope of Work.
4. This Bid Package Description is intended to clarify scope to the Contractor but is in no way intended to limit scope that is reasonable inferable as being required by the Work included in this description. Work required under the Bid Package may be shown as specified anywhere in the Contract Documents.

Also Included but not limited to:

1. Coordination with other Contractors working on this campus.
2. Weather protection during the course of construction
3. Temporary fencing, barricades, signs, pedestrian protection, temporary facilities, and traffic control Work.
4. Daily and Final Clean-up.
5. Qualified/Certified Technicians must perform the replacement and/or repair of all landscape, irrigation asphalt/concrete surfaces and above or below grade utilities disturbed during construction, and the District must be given the opportunity to test and accept the Work prior to covering it up.
6. Patching, repairing, painting and/or replacement of all finished surfaces disturbed during construction.
7. Provide temporary means of operation for existing storm, water, sewer, gas, mechanical, electrical, and low voltage systems during construction.
8. Perform an electronic underground existing utility survey by a qualified underground utility locator service company in all areas where trenching operations will be performed. An as-built record drawing (one hard copy and one copy on electronic media prepared in AutoCAD is required to be submitted at the conclusion of the underground scope of Work.
9. Contractor to perform ball/flush/camera of all affected sanitary sewer and/or storm drains prior to and post construction. Video shall be turned over to the District and should include audio and locations.
10. (if required) Any campus utility interruptions require a minimum of a 48-hour notice to the District Representative for coordination purposes.
11. A full-time DOJ approved superintendent shall be provided.

12. All demolition and removal and/or replacement of Work associated with this Bid Package.

NOTE: THESE REQUIREMENTS MUST BE COMPLIED WITH WITHIN TEN DAYS OF THE NOTICE OF AWARD.

PERFORMANCE AND PAYMENT BONDS

Contractor must deliver to District the following bonds within ten (10) days of the Notice of Award, on the forms provided in the Contract Documents.

- (1) Performance Bond naming District as Obligee, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.
- (2) Labor & Material Payment Bond in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment to all claimants, as defined in section 9100 of the Civil Code covering wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.

Corporate sureties on these bonds and on bonds accompanying Bids must be admitted sureties as defined in California Code of Civil Procedure Section 995.120(a), legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties must be satisfactory to District.

The amount of the bonds shall be the Contract Price. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of District, to pay promptly the amount of such bonds to the extent to which surety might be liable, Contractor, within thirty (30) days after receiving written notice, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by District in place of the surety becoming insolvent or unable to pay.

If Contractor fails within such thirty (30) -day period to substitute another and sufficient surety, Contractor shall, if District so elects, be deemed to be in default in the performance of its obligations hereunder and upon its Bid and performance bonds, and District, in addition to any and all other remedies, may terminate the Contract, bring suit or other proceedings against Contractor and the sureties, or may take such other actions as District deems necessary to protect themselves against any potential default by the surety.

INSURANCE

Contractor shall obtain insurance acceptable to District from a company or companies acceptable to District. All required insurance must be written by a company authorized to do business in the State of California at the time the policy is issued. Per the District's requirements all insurers shall have at least an A-V11 rating as listed in Best's Insurance Guides' latest edition. Provided, however, that notwithstanding the foregoing, Contractor and Subcontractors may be insured by the California State Fund for Workers' Compensation Insurance regardless of its rating. District may, in its sole discretion, consider other ratings which may be acceptable to District. Required documentation of such insurance shall be furnished to District at the time Contractor returns the executed Contract. Contractor shall not commence work at the site, nor shall it allow its employees or subcontractors or others to commence work at the site, until all insurance required hereunder has been submitted and approved and a Notice to Proceed has been issued.

Contractor shall maintain the following insurance:

- A. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation including waiver of subrogation by the insurance carrier with respect to District. Employers' Liability Insurance shall not be less than:
\$1,000,000 each accident for bodily injury by accident
\$1,000,000 policy limit for bodily injury by disease
\$1,000,000 each employee for bodily injury by disease
- B. General Liability Insurance: Contractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability, personal injury liability and property damage liability including waiver of subrogation by the insurance carrier for the limits of liability indicated below and including coverage for:
 1. Premises and Operations.
 2. Products and Completed Operations.
 3. **Contractual Liability insuring the obligations assumed by Contractor in the Contract.**
 4. Broad Form Property Damage (including Completed Operations).
 5. Explosion, Collapse and Underground Hazards.
 6. Personal Injury Liability.

Where Contractor's policy excludes coverage for "Mold" see Pollution Liability requirements below.

- C. Limits of Liability – All Policy Forms:
- D.

If Contractor carries Comprehensive General Liability Insurance, the limits of liability shall not be less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of:

\$2,000,000 Each Occurrence

\$3,000,000 Aggregate

If Contractor carries Commercial General Liability insurance, the limits of liability shall not be less than:

\$2,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$1,000,000 for Personal Injury and Advertising Liability
\$1,000,000 Aggregate for Products and Completed Operations
\$3,000,000 General Aggregate

The “general aggregate” limit shall apply separately to Contractor’s work under this Contract.

- E. Special “Claims Made” and “Modified Occurrence” Policy Form Provisions: Contractor shall not provide General Liability Insurance under a “Claims Made” and “Modified Occurrence” Commercial General Liability form.
- F. Additional Insured: With respect to Contractor’s General Liability policy:
 - 1. District and its officers, agents and employees and the Architect shall be named as additional insureds.
 - 2. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance maintained by District or Architect shall be excess only and shall not be called upon to contribute with this insurance.
 - 3. Coverage for District and its officers, agents and employees, and Architect as additional insureds shall be provided by a policy provision and an endorsement. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.
- G. Automobile Liability Insurance: Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for Bodily Injury and Property Damage combined. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. **If Contractor or their subcontractors or vendors will be hauling hazardous materials, the automobile liability policy shall include the MCS 90 endorsements and Bodily Injury / Property Damage Combined Single Limit shall not be less than \$3,000,000.**
- H. Aircraft Liability Insurance: If Contractor and/or its subcontractors use any owned, leased, chartered or hired aircraft of any type (including helicopters) in the performance of this Contract, it shall maintain aircraft liability insurance in an amount not less than \$5,000,000 per occurrence including passenger liability with a minimum limit for “on-hook” liability of \$250,000 or a limit sufficient to replace the item being hoisted, whichever is greater, or shall require its subcontractor performing such work to provide such coverage and shall have named as additional insureds, District. Acceptable evidence of coverage and additional insured status shall be provided prior to any work being performed.
- I. Crane Liability Insurance: If a Contractor and/or its Subcontractors will be utilizing a crane in the performance of this Contract, it shall maintain liability insurance in an amount not less than \$2,000,000 per occurrence with a minimum limit for “on-hook” liability of \$250,000 or a limit sufficient to replace the item being hoisted, whichever is greater, and shall have named as additional insured the District. Acceptable evidence of coverage and additional insured status shall be provided prior to any work being performed.

- J. Pollution Liability. If Contractors are required to perform remedial hazardous material operations such as asbestos-containing materials, contaminated soil, etc., they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$5,000,000 per occurrence or claim naming District and Architect, and their respective officers, employees and agents as additional insureds including contractual liability coverage. Where Contractor is installing mechanical systems or exterior insulation and finish systems, Contractor shall provide Contractor's Pollution Liability which includes coverage for "mold" with limits of liability of not less than \$1,000,000 per occurrence naming District and Architect, and their respective officers, employees and agents as additional insureds including contractual liability coverage.
- K. The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District. The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.
- L. Certificate of Insurance: A Certificate of Insurance as evidence of the insurance required by this Contract shall be furnished by Contractor to District, before any work hereunder is commenced by Contractor. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days' prior written notice to Contractor, and to District as additional insureds.
- The Certificate of Insurance furnished as evidence of Comprehensive General Liability or Commercial General Liability insurance carried by Contractor shall include a copy of the policy provision or the additional insured endorsement adding District and Architect and their respective officers, employees and agents as additional insureds and shall provide that insurance for such additional insureds applies as primary insurance and that other insurance maintained by District and Architect shall not be called upon for contribution. The Contractor shall provide such evidence of insurance throughout any warranty period established in the Contract.
- M. All policies and certificates of insurance of the Contractor shall contain the following clauses:
- (1) Insurers have no right of recovery or subrogation against the District (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so affected shall protect both parties and be the primary coverage for any and all losses covered by the above-described insurance.
 - (2) The clause "other insurance provisions" in a policy in which the District is named as an insured, shall not apply to the District.

(3) The insurance companies issuing the policy or policies shall have no recourse against the District (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(4) Any and all deductibles in the above described insurance policies shall be assumed by and be the account of, the Contractor.

- N. In the event Contractor fails to maintain any insurance coverage required under this Contract, District may withhold payment to Contractor and may obtain such coverage and charge the expense to Contractor, or terminate this Contract, or hold Contractor accountable for all costs incurred by District as a result of Contractor's failure to maintain the proper insurance.
- O. The required insurance shall be subject to the approval of District but any acceptance of insurance certificates by District shall in no way limit or relieve Contractor of the duties and responsibilities delegated to it in this Contract. If higher limits or other forms of insurance are required in the Contract Documents, Contractor will comply with such requirements.
- P. If Contractor fails to comply with any of the provisions of this section, Contractor shall, at its own cost, defend, indemnify and hold harmless District and Architect (including their officers, agents, employees, affiliates, parents and subsidiaries) from and against any and all liability damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them resulting from the death or injury of any person or damage to any property or pollution liability pursuant to this Insurance Section to the extent that District and Architect would have been defended or indemnified had Contractor complied with all of the provisions of this Section.
- Q. Property Insurance Considerations: Contractor waives all rights against each other and against District for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed or obtain such consent.

CONTRACTOR SHALL REQUIRE THAT ALL OF ITS SUBCONTRACTORS AND SUB-SUBCONTRACTORS MEET THE SAME INSURANCE REQUIREMENTS AS ARE SET FORTH IN THIS SECTION AND THAT DISTRICT AND ARCHITECT AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS, AS REQUIRED.

Attachments: Exhibit A-1 Sample Dual Obligee Rider
Exhibit A-2 Sample Additional Insured Endorsement with Primary
Exhibit A-3 Wording Sample Per Project Aggregate Limit Endorsement
Exhibit A-4 Sample Worker's Compensation Waiver of Subrogation Endorsement
Exhibit A-5 Sample General Liability Waiver of Subrogation Endorsement

All Exhibits above and samples in the following pages are for reference only and the Contractor shall provide all endorsements and documents specifically required by the Contract Documents including, but not limited to, any updated ISO forms and endorsements specifically noted.

EXHIBIT A-1

DUAL OBLIGEE RIDER

To be attached to and form a part of _____ Bond
No. _____
Dated the _____ day of _____, 20_____,
issued by _____ as Surety on behalf of
_____ as Principal, in favor of Twin Rivers Unified
School District as Obligee(s).

PROVIDED, HOWEVER,

- 1. The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal in accordance with the terms of the said Construction Contract as to payments, and shall perform all other obligations to be performed under said Construction Contract at the time and in the manner therein set forth.
- 2. The attached bond as changed by this Rider shall be subject to all its agreements, terms, conditions and limitations except as herein expressly modified, and that the liability under the attached bond as changed by this Rider shall not be cumulative and shall be limited in the aggregate to the penalty of the said bond.

Signed and dated this _____ day of _____, 20 _____.

PRINCIPAL:

SURETY:

By: _____

By: _____

Its: _____

Its: _____

DISTRICT:
Twin Rivers Unified School District
Attn: Facilities Department

CONSTRUCTION MANAGER:
(if applicable)

Address: 3222 Winona Way, Suite 201
North Highlands, California 95660

Address:

State of _____ }
County of _____ }ss.

On this _____ day of _____, 20_____, before me, _____
_____ the undersigned Notary Public, personally appeared _____
_____, personally known to me (or provided satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person (s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

Witness my hand and official seal. _____

Sample Additional insured Endorsement with Primary Wording

EXHIBIT A-2

POLICY NUMBER: (Insert your policy # here: _____)

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM - B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

DISTRICT: Twin Rivers Unified School District, its officers, agents and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of - "our work" for that insured by or for you.

**SUCH INSURANCE AS IS AFFORDED BY THE GENERAL LIABILITY POLICY IS
PRIMARY INSURANCE AND NO OTHER INSURANCE OF THE ADDITIONAL
INSUREDS SHALL BE CALLED UPON TO CONTRIBUTE TO A LOSS.**

EXHIBIT A2 - SAMPLE ADDITIONAL INSURED ENDORSEMENT

Note - The Additional Insured Endorsement Must:

- 1) **Be on ISO Form CG 20 10 (04/13) or CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion**
- 2) **List all of the required parties as additional insureds**
- 3) **State that this insurance is primary**

EXHIBIT A-3

POLICY NUMBER: (Insert your policy # here: _____) COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

EXHIBIT A3 - SAMPLE PER PROJECT AGGREGATE ENDORSEMENT

Note - This endorsement, or its equivalent is required, if the Certificate of Insurance does not indicate that “Per Project Aggregate” is provided.

EXHIBIT A-4

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___% of the California workers' compensation premium otherwise due on such remuneration.

Minimum Premium: \$ _____

SCHEDULE

Person or Organization

Job Description

DISTRICT: Twin Rivers Unified School District, its officers, agents and employees

**EXHIBIT A4
SAMPLE WORKERS' COMPENSATION WAIVER OF SUBROGATION**

ATTACHED TO AND FORMING A PART OF POLICY NO: _____

NAMED INSURED: _____

EFFECTIVE DATE OF ENDORSEMENT: _____

ENDORSEMENT NO: _____ **PAGE 1 OF 1**

DATE OF ISSUE: _____

EXHIBIT A-5

POLICY NUMBER: (Insert your policy # here: _____)

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS OF RECOVERY
AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

DISTRICT: Twin Rivers Unified School District, its officers, agents and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of our work done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

EXHIBIT A5
SAMPLE GENERAL LIABILITY WAIVER OF SUBROGATION

SECTION 00610 - CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORK)

THAT WHEREAS, the TWIN RIVERS UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the TWIN RIVERS UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount 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 bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any change, extension of time, alteration in or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the Contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the Contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as

hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____

(This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

END OF SECTION

SECTION 00620 - LABOR AND MATERIAL PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

THAT WHEREAS, the TWIN RIVERS UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the TWIN RIVERS UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, 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 Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action 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, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; 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 time for payment pertaining or relating to any scheme or work of improvement herein above described; 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any Obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

**SECTION 00640 - CONTRACTOR'S CERTIFICATE REGARDING
WORKERS COMPENSATION**

Labor Code Section 3700 provides, in pertinent part, as follows:

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

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

By: _____

Name: _____

Title: _____

Company: _____

(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 this Contract)

END OF SECTION

SECTION 00650 – DIR REGISTRATION CERTIFICATION
CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

THIS IS A REQUIRED FORM

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid or to engage in the performance of any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number: _____

Expiration Date: June 30, 20__

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the forgoing is true and correct.

Signature

Date

CONTRACTOR'S CERTIFICATION:

The undersigned, as representative of Contractor for the above Project, submits the following and certifies that:

1. Submittal has been reviewed and it is complete and conforms with requirements of Contract Documents except as noted.
2. Required dimensions have been field verified and are acceptable for installation of proposed products and construction of proposed work.
3. Required quantities for products and materials covered by this submittal have been verified as correct.
4. Fabrication processes and construction methods proposed in this submittal are acceptable for this Project and will result in a complete, functional installation.
5. Submittal has been coordinated with other submittals and work and proposed products and construction will properly interface with other construction.

NAME OF CONTRACTOR REVIEWER: _____

SIGNATURE OF CONTRACTOR REVIEWER: _____

DATE: _____

SUBMITTAL HISTORY

Date PM Received from Contractor: _____

Date PM Sent to Architect: _____

Date Architect Received from PM: _____

Date Architect Returned to PM: _____

Date PM Received: _____

Date PM Returned to Contractor: _____

REVIEWER

- | | | |
|---|---|--|
| <input type="checkbox"/> Approve | <input type="checkbox"/> Revise/Resubmit | <input type="checkbox"/> Reject/Resubmit |
| <input type="checkbox"/> Approve a Submission Incomplete as Noted | <input type="checkbox"/> Approved as Noted/Resubmit | |
| <input type="checkbox"/> Not Subjected to Review | <input type="checkbox"/> Provide File Copy w/Corrections Identified | |
| <input type="checkbox"/> No Action Required | REMARKS: _____ | |

SIGNATURE/STAMP: _____

END OF SECTION

SECTION 00675 - SUBSTITUTION REQUEST FORM
(TO BE SUBMITTED WITH BIDDER'S BID)

Project: _____ Substitution Request No: _____
To: _____ From: _____
_____ Date: _____
_____ Project No: _____

Specified Item: _____
Description: _____
Section No: _____ Page No: _____ Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____
Address/Phone: _____
Trade Name: _____ Model No: _____
Installer: _____
Address/Phone: _____
History: New Product 2-5 Yrs Old 5-10 Yrs Old 10+ Yrs Old
Differences between proposed substitution and specified product: _____

Reasons for not providing specified item: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data required for evaluation of request; applicable portions of data are clearly identified. Attached data also includes a description of changes to Contract Documents which proposed substitution will require for its proper installation.

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

- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- Bidder must state whether bidder will provide the specified item in the event the substitution request is evaluate and denied. If bidder states that bidder will not provide the specified item the denial of a request to substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the specified item in the event that bidder's request for substitution is denied, bidder shall execute the Contract and provide the specified item(s). If bidder refuses to execute the Contract due to the District's decision to require the specified item(s) at no additional cost, bidder's security shall be forfeited. Contractor agrees to provide the specified item if the request for substitution is denied (check one): yes no

Submitted by: _____

Signature: _____

Firm: _____

Address: _____

Telephone: _____

Email: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Contract Documents
- Substitution approved as noted - Make submittals in accordance with Contract Documents.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

By: _____

Date: _____

Remarks:

END OF SECTION

**SECTION 00676 - UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS
PAYMENT**
(CALIFORNIA CIVIL CODE SECTION 8134)

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

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: Twin Rivers Unified School District _____

Through Date: _____

UNCONDITIONAL WAIVER AND RELEASE

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

\$ _____

EXCEPTIONS

This document does not affect any of the following:

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

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

END OF SECTION

**SECTION 00677 - UNCONDITIONAL WAIVER AND RELEASE UPON FINAL
PAYMENT**

(CALIFORNIA CIVIL CODE SECTION 8138)

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

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: Twin Rivers Unified School District _____

UNCONDITIONAL WAIVER AND RELEASE

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

\$ _____

EXCEPTIONS

This document does not affect any of the following:

Dispute claims for extras in the amount of \$ _____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

END OF SECTION

**SECTION 00678 - CONDITIONAL WAIVER AND RELEASE UPON PROGRESS
PAYMENT**

(CALIFORNIA CIVIL CODE SECTION 8132)

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

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: Twin Rivers Unified School District _____

CONDITIONAL WAIVER AND RELEASE

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

Maker of check: _____

Amount of Check: \$ _____

Check Payable To: _____

EXCEPTIONS

This document does not affect any of the following:

Dispute claims for extras in the amount of \$ _____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

END OF SECTION

SECTION 00679 - CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
(CALIFORNIA CIVIL CODE SECTION 8136)

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

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: Twin Rivers Unified School District _____

CONDITIONAL WAIVER AND RELEASE

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

Maker of check: _____

Amount of Check: \$ _____

Check Payable To: _____

EXCEPTIONS

This document does not affect any of the following:

Dispute claims for extras in the amount of \$ _____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

END OF SECTION

SECTION 00680 - CHANGE ORDER PROCEDURE

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Make such changes in the Work, in the Contract Price, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the OWNER and the ARCHITECT AND / OR ENGINEER and issued after execution of the Contract, in accordance with the provisions of this Section.

1.1.2 Related work:

1.1.2.1 Documents affecting work of this Section include, but are not necessarily limited to the Conditions of the Contract and Sections in Division 1 of these specifications.

1.1.2.2 Changes in the Work are described further in Article 11 of the General Conditions.

1.2 QUALITY ASSURANCE

1.2.1 Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.3 SUBMITTALS

Make submittals to the ARCHITECT AND / OR ENGINEER. Submit the number of copies called for under the various items listed in this Section.

1.4 PRODUCT HANDLING

The CONTRACTOR and Contractor shall maintain and coordinate a Register of Bulletins and Change Orders at the job site, accurately reflecting current status of all pertinent data as submitted by the CONTRACTOR. Make the Register available to the ARCHITECT AND / OR ENGINEER for review at his request.

1.5 PROCESSING CHANGES INITIATED BY THE OWNER

1.5.1 Should the OWNER contemplate making a change in the Work or a change in the Contract Time of Completion, the OWNER, ARCHITECT AND / OR ENGINEER will issue a "Bulletin" to the CONTRACTOR.

1.5.1.1 Bulletins will be dated and will be numbered in sequence.

1.5.1.2 The Bulletin will describe the contemplated change, and will carry one of the following instructions to the CONTRACTOR:

1.5.1.2.1 Make the described change in the Work at no change in the Contract Price and no change in the Contract Time of Completion;

1.5.1.2.2 Make the described change in the Work, credit or cost for which will be determined in accordance with Article 11 of the General Conditions;

1.5.1.2.3 Promptly advise the ARCHITECT AND / OR ENGINEER, as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

- 1.5.2 If the CONTRACTOR has been directed by the OWNER, ARCHITECT AND / OR ENGINEER, to make the described change in the Work at no change in the Contract Price and no change in the Contract Time of Completion, but the CONTRACTOR wishes to make a claim for one or both of such changes, the CONTRACTOR shall proceed with the change and shall notify the OWNER, ARCHITECT AND / OR ENGINEER, of its intention to make a claim.
- 1.5.3 If the CONTRACTOR has been directed by the ARCHITECT AND / OR ENGINEER, to promptly advise him as to credit or cost proposed for the described change, the CONTRACTOR shall:
 - 1.5.3.1 Analyze the described change and its impact on costs time;
 - 1.5.3.2 Secure the required information and forward it to the OWNER, ARCHITECT AND / OR ENGINEER for review;
 - 1.5.3.3 Meet with the ARCHITECT AND / OR ENGINEER and the OWNER as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;
 - 1.5.3.4 Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the OWNER'S cost for making the change, advising the ARCHITECT AND / OR ENGINEER in writing when such avoidance no longer is practicable.

1.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- 1.6.1 Should the CONTRACTOR discover a discrepancy among the Contract Documents, or other cause for suggesting a change in the Work, a change in the Contract Price, or a change in the Contract Time of Completion, he shall notify the OWNER, ARCHITECT AND / OR ENGINEER.
 - 1.6.1.1 CONTRACTOR shall promptly submit to the OWNER, ARCHITECT AND / OR ENGINEER for submittal to the OWNER.
- 1.6.2 Upon agreement by the OWNER, ARCHITECT AND / OR ENGINEER that there is reasonable cause to consider the Contractor's proposed change, the OWNER, ARCHITECT AND / OR ENGINEER, will issue a Bulletin or written direction.

1.7 PROCESSING BULLETINS (And/or Work Orders)

- 1.7.1 Make written reply to the ARCHITECT AND / OR ENGINEER in response to each Bulletin.
 - 1.7.1.1 State proposed change in the Contract Price, if any.
 - 1.7.1.2 State proposed change in the Contract Time of Completion, if any. (There will be no additional time allotted for completion of the Project, including all overtime as required.)
- 1.7.2 Clearly describe other changes in the Work required by the proposed change.
 - 1.7.2.1 CONTRACTOR to include full backup data such as subcontractor's letter of proposal or similar information. (Including quantities and unit lists for labor and material.)
 - 1.7.2.2 Submit this response in single copy to the OWNER, ARCHITECT AND / OR ENGINEER.

1.7.3 When cost or credit for the change has been agreed upon by the OWNER, ARCHITECT AND / OR ENGINEER and the CONTRACTOR will prepare a "Change Order" and submit to the CONTRACTOR, for signatures.

1.7.3.1 Upon receipt of Contractor's signature, forward back to OWNER, ARCHITECT AND / OR ENGINEER for submittal and distribution to OWNER and other parties.

1.8 PROCESSING CHANGE ORDERS

1.8.1 Change Orders will be dated, numbered in sequence and contain the D.S.A. Application No. and File No. as well as O.P.S.C. Application No. and File No. (D.S.A. and O.P.S.C. No.'s required only if applicable.)

1.8.2 Each change order shall include the following information:

1.8.2.1 A detailed description of the change required, with back-up documentation (Bulletin, Change Order Request, cost data, letters, etc.).

1.8.2.2 The reason for the change.

1.8.2.3 Who requested the change?

1.8.2.4 The dollar amount of each item (add, deduct, or no cost).

1.8.2.5 The Bid No. must be on all change orders

1.8.3 The OWNER, ARCHITECT AND / OR ENGINEER shall review, approve, and sign the Change Orders.

1.8.4 The ARCHITECT AND / OR ENGINEER will distribute the required number of copies (minimum of seven) of each Change Order prepared, signed and submitted to the OWNER.

1.8.4.1 The ARCHITECT AND / OR ENGINEER will retain one signed copy in his file, will forward the other signed copies to the Division of the State ARCHITECT AND / OR ENGINEER (D.S.A.), and the Office of Public School Construction (O.P.S.C.) for approval (if applicable).

1.8.4.2 The OWNER, upon approval, will sign all copies, retain one signed copy for their file and return the remaining copies for distribution to the ARCHITECT AND / OR ENGINEER.

1.8.4.2.1 All Changes in the plans and specifications shall be made by addenda or construction change documents approved by D.S.A. in accordance with Section 4-338 Title 24, Part 1, C.C.R. and O.P.S.C. (if applicable) prior to change being made in the Work.

1.8.4.3 All Change Orders must be approved by the OWNER'S Board prior to the CONTRACTOR invoicing the OWNER for that change.

SECTION 00690 - DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Certification form is required for all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from a 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 or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The contractor named below hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

I, understand that if the District determines that I have either: (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the Contract awarded herein is subject to termination, suspension of payments, 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 et seq.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and county below, is made under the penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

| | |
|---------------------------------------|---------------------------|
| DATE EXECUTED CONTRACTOR SIGNATURE | EXECUTED IN THE COUNTY OF |
|---------------------------------------|---------------------------|

TITLE

FEDERAL I.D. NUMBER

SECTION 00695 - REQUEST FOR INSPECTION

PURSUANT TO THE SPECIFICATIONS AND GENERAL CONDITIONS, THE REQUEST FORM SHALL BE USED TO REQUEST AN INSPECTION BY THE ARCHITECT OR THE PROJECT INSPECTOR.

DATE: _____ REQUEST NO. _____
PROJECT: _____ DSA FILE NO. _____
APPL. NO. _____

TO: _____
Date Request Submitted: _____
Date & Time Inspection Requested: _____

Contact Person & Phone/Fax No: _____

Type of Inspection Required: (BE Specific as to **AREA & WHAT** is to be Inspected): _____

Plans _____ Sheet _____ Number(s): _____
Detail Ref. / (RFI, ASI, etc.): _____
Specification Ref. No.: _____

I HAVE CHECKED GENERAL COMPLIANCE TO CONTRACT DOCUMENTS AND BELIEVE THIS AREA TO BE READY FOR INSPECTION.

Subcontractor's Signature: _____
General Contractor's Signature: _____

REMAINDER OF FORM TO BE FILLED OUT BY PROJECT INSPECTOR

Method of Submission: _____

Received by (date & time): _____

- 1. NOT ACCEPTED:
Construction as described above has **NOT** been accepted.

Re-inspection Required: _____ Photos Attached: _____

Corrections Required: _____

Dated Inspected: _____

Inspected By: _____

-
- 2. INSPECTED AND ACCEPTED:
Construction described above has been inspected and accepted.

Dated Inspected: _____

Inspected By: _____

TABLE OF CONTENTS
SECTION 00700 - GENERAL CONDITIONS (TABLE OF CONTENTS)

| ARTICLE | SUB-ARTICLE | DESCRIPTION | |
|----------------|--------------------|---|--|
| 1 | | ACCEPTANCE OF NON-CONFORMING WORK | |
| | 1.1 | Rejection of Non-Conforming Work | |
| | 1.2 | Final Inspection & Re-inspections | |
| 2 | | ACCIDENT PREVENTION | |
| 3 | | ARBITRATION | |
| | 3.1 | Definition | |
| | 3.2 | Claim Requirements | |
| 4 | | ARCHITECT ENGINEER | |
| 5 | | AS-BUILT DRAWINGS | |
| 6 | | ASSIGNMENT | |
| 7 | | ATTORNEY FEES | |
| 8 | | AUDIT | |
| 9 | | BINDING AGREEMENT | |
| 10 | | BONDS | |
| | 10.1 | Faithful Performance Bond | |
| | 10.2 | Payment Bond | |
| 11 | | CHANGE ORDERS | |
| | 11.1 | Right of District to Request Changes | |
| | 11.2 | Time Extension Only for Delay | |
| | 11.3 | Change Orders Must be Signed | |
| | 11.4 | Calculation of value of Work | |
| 12 | | CLEAN-UP | |
| | 12.1 | Contractor Duty to Protect and Preserve Work | |
| | 12.2 | Dust Control | |
| | 12.3 | Glass and Plastic Glazing | |
| | 12.4 | Completion | |
| | 12.5 | Cleaning, Polishing, Sealing Waxing | |
| | 12.6 | Windows, Plastic Glass, etc. – Final Inspection | |
| 13 | | COMMENT OF WORK AND TIMELY COMPLETION | |
| | 13.1 | Completion Deadline | |
| | 13.2 | Delays | |
| | 13.3 | Substantial Completion | |
| | 13.4 | Final Completion | |
| | 13.5 | Rain Day | |
| 14 | | COMPLETE AGREEMENT | |
| 15 | | COMPLIANCE WITH LAWS AND REGULATIONS | |
| | 15.1 | Prevailing Wage Law | |
| | 15.2 | Wage Records | |
| | 15.3 | Permits and Licenses | |
| | 15.4 | Sales and Payroll Taxes | |
| | 15.5 | Responsibility for Complaint with CAL/OSHA | |
| | 15.6 | Apprentices | |
| | 15.7 | Hours of Work | |
| | 15.8 | Water Pollution Prevention Plan | |
| | 15.9 | Codes and Regulations | |
| 16 | | CONCEALED CONDITIONS | |
| 17 | | CONDUCT OF WORK | |
| 18 | | CONVICT MADE MATERIALS | |

| | | | |
|-----------|-------|--|--|
| 19 | | DEFINITIONS | |
| | 19.1 | Action of the Governing Board | |
| | 19.2 | Addenda | |
| | 19.3 | Approval | |
| | 19.4 | Contract Documents | |
| | 19.5 | Construction Manager | |
| | 19.6 | Days | |
| | 19.7 | Professional Inspector | |
| | 19.8 | The Drawings | |
| | 19.9 | Emergency | |
| | 19.10 | The Project | |
| | 19.11 | The Project Manual | |
| | 19.12 | Safety Orders | |
| 20 | | DEFERRED APPROVALS | |
| 21 | | DIMENSIONS | |
| 22 | | DISTRICT'S REMEDIES FOR DEFECTIVE CONSTRUCTION AND/OR DEFICIENT PERFORMANCE | |
| | 22.1 | Faulty Labor and Materials | |
| | 22.2 | Condemned Materials | |
| | 22.3 | District's Right to Perform Work | |
| | 22.4 | Termination of Contract | |
| | 22.5 | Additional Remedies | |
| | 22.6 | Termination by District for Convenience | |
| 23 | | INDEPENDENT CONTRACTOR | |
| 24 | | INSPECTION BY DISTRICT | |
| | 24.1 | Inspection Request | |
| | 24.2 | Cost for After Hours | |
| 25 | | INSURANCE | |
| | 25.1 | Liability Insurance and Auto Insurance | |
| | 25.2 | Workers' Compensation Insurance | |
| | 25.3 | Builders Risk/"All Risk" Insurance | |
| | 25.4 | Insurance Requirements | |
| | 25.5 | Indemnification | |
| 26 | | INTERPRETATION OF CONTRACTS/DRAWINGS AND SPECIFICATIONS | |
| | 26.1 | Intent of Contract Documents | |
| | 26.2 | Errors/Ambiguities | |
| 27 | | LAYING OUT OF WORK | |
| 28 | | LIQUIDATED DAMAGES | |
| 29 | | MANUFACTURER'S MAINTENANCE INSTRUCTIONS, MANUAL AND WARRANTIES | |
| 30 | | MATERIALS | |
| | 30.1 | New Materials | |
| | 30.2 | Non-Utilization of Asbestos Materials | |
| | 30.3 | Equals | |
| 31 | | MODIFICATION | |
| 32 | | NOTICE AND SERVICE THEREOF | |
| 33 | | OCCUPANCY PRIOR TO COMPLETION | |
| 34 | | OVERLOADING | |
| 35 | | PAYMENT | |
| | 35.1 | Certificates of Payment | |
| | 35.2 | Progress Payments | |
| | 35.3 | Proof of Value | |
| | 35.4 | Inspector's Confirmation | |
| | 35.5 | Final Certificates | |
| | 35.6 | Final Payment | |

| | | | |
|-----------|-------|---|--|
| | 35.7 | Stop Notices | |
| | 35.8 | Payments Withheld | |
| | 35.9 | Substitution of Securities | |
| | 35.10 | Off-Setting Obligation | |
| 36 | | PRECONSTRUCTION CONFERENCE | |
| 37 | | PROGRESS SCHEDULE | |
| 38 | | PROTECTION OF WORK AND PROPERTY | |
| 39 | | QUALIFICATIONS FOR EMPLOYMENT | |
| 40 | | ROYALTIES AND PATENTS | |
| 41 | | SANITARY FACILITIES | |
| 42 | | SCHEDULE OF VALUES | |
| 43 | | SEPARATE CONTRACTS | |
| 44 | | SEVERABILITY | |
| 45 | | SUBCONTRACTORS | |
| 46 | | SUBMITTALS, SHOP DRAWINGS, CUTS AND SAMPLES | |
| 47 | | PROJECT SUPERINTENDENT; PROJECT MANAGER; FOREMAN -FOR APPROVAL | |
| 48 | | THIRD PARTY BENEFICIARIES | |
| 49 | | UTILITIES | |
| 50 | | WARRANTIES | |
| | 50.1 | Contractor's Guarantee During Construction | |
| | 50.2 | Contractor's Guarantee of Quality | |
| | 50.3 | Guarantees | |

SECTION 00700 – GENERAL CONDITIONS

ARTICLE 1

1. ACCEPTANCE OF NON-CONFORMING WORK: District reserves the right to accept non-conforming work, in consultation with the Architect, and in such case, acceptance of non-conforming work shall result in an equitable adjustment in the total Contract Price reflecting the reduced value of the non-conforming work as determined by mutual agreement between District and Contractor. Acceptance of non-conforming work shall be approved by the Division of the State Architect.
 - 1.1 REJECTION OF NON-CONFORMING WORK: The Contractor shall promptly correct all work rejected by the Architect as defective or failing to conform to the Contract Documents whether observed before or after final completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including, but not limited to, re-inspection, redesign, and DSA approvals, and as applicable the following costs:
 - a. Owner: PM/CM: 4 hour minimum @ \$120 per hour or current rate in effect at time of correction;
 - b. Architect: Office/Field: 4 hour minimum @ \$125 per hour or current rate in effect at time of correction;
 - c. Project Inspector: 4 hour minimum @ \$85 per hour or current rate in effect at time of correction;
 - d. Test Lab: 4 hour minimum @ \$100 per hour or current rate in effect at time of correction.
 - 1.2 FINAL INSPECTION – RE-INSPECTIONS: When Contractor believes the Work, including the punch list, is complete, it shall submit written certification of the same pursuant to Section 00875, Closeout Procedures. Thereafter, the work shall be inspected by the District and Architect. If Architect and District determine that the Work is not complete, or is defective or otherwise in need of correction, the Contractor shall be notified of the same and if any further inspections, approvals, testing, reviews, et cetera, need to be performed by the District and Architect as a result thereof, such work may, at the District's discretion, be back charged to the Contractor at the rates set forth in Section 1.1 above and pursuant to Section 00875, Closeout Procedures.

ARTICLE 2

2. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and Construction codes shall be observed. Machinery and equipment shall be guarded and other hazards shall be eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

ARTICLE 3

3. DISPUTE RESOLUTION:
 - 3.1. This Contract is subject to Public Contract Code §9204. A "Claim" under this Article 3 shall mean a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District; (2) Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (3) Payment of an amount that is disputed by the District.
 - a. Upon receipt of a Claim pursuant to this section, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall

provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.

- b. The Contractor shall furnish reasonable documentation to support the Claim.
- c. If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- d. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph j below shall apply.
- e. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- f. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
- g. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- h. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- i. This section does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- j. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

- k. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - l. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.
 - m. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
- 3.2. This Contract is subject to Public Contract Code §20104. Specifically, Claims for three hundred and seventy-five thousand (\$375,000.00) dollars or less which arise between the Contractor and the District. For any Claim subject to this article, the following requirements apply:
- a. The Claim shall be in writing and include the documents necessary to substantiate the Claim. Claims must be filed on or before the date of final payment. This provision shall not extend the time limit or otherwise supersede notice requirements set forth in other provisions of the Contract Documents.
 - b. For Claims of less than fifty thousand (\$50,000.00) dollars, the District shall respond in writing to any written Claim within forty-five (45) days receipt of the Claim or may request, in writing, within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses or Claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the District and the Contractor. The District's written response to the Claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
 - c. For Claims over fifty thousand (\$50,000.00) dollars and less than or equal to three hundred and seventy-five thousand (\$375,000.00) dollars, the District shall respond in writing to all written Claims within sixty (60) days of receipt of the Claim, or may request, in writing, within thirty (30) days receipt of the Claim, any additional documentation supporting the Claim or relating to defenses or c laims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the Contractor. The District's written response to the Claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
 - d. If the Contractor disputes the District's written response, or if the District fails to respond within the time prescribed, the Contractor may so notify the District in writing either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for

settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days.

- e. If, following the meet and confer conference, the Claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code §900 et seq.
- f. If Contractor's Claim is not resolved pursuant to his/her filing of the Claim pursuant to Government Code §900 et seq., Contractor may proceed with a civil action which shall be governed by the provisions of Public Contract Code §20104.4. Specifically, the court will submit the matter to non-binding mediation unless the District and Contractor waive non-binding mediation and thereafter, if the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure.

ARTICLE 4

4. ARCHITECT/ENGINEER:

The Architect/Engineer will advise and consult with the District, and all of the District's instructions to the Contractor shall be issued through the Architect/Engineer. The Architect is responsible for the overall design of the project and the final authority, in consultation with the District, in judgements of aesthetic consideration. The drawings, specifications, sketches and other data necessary to define the work covered by these Contract Documents have been prepared by the Architect. The Architect shall observe the construction to determine general compliance with the Contract Documents and the Architect shall interpret the drawings and specifications consistent with the intent of the drawings and specifications. The Architect shall evaluate and review shop drawings, samples and other submittals required and maintain an up-to-date log of all such items processed. The Architect shall consult with the District, Contractor(s) and any state or city agency having jurisdiction over the work whenever necessary to further the best interest of the project.

ARTICLE 5

5. **AS-BUILT DRAWINGS:** The Contractor will be given one extra set of Drawings and Specifications by the Architect which shall be kept at the site of the work at all times. As- built drawings required to be kept on site include a complete set of drawings for all trades including, but not necessarily limited to, civil, structural, architectural, electrical, plumbing, mechanical, landscape. Exact locations of all pipes and conduits and all changes in construction and details shall be indicated and dimensioned upon these drawings and all changes in materials and equipment installed shall be indicated in these Specifications. As-built drawings shall be updated on a monthly basis. Progress payments to the Contractor shall be withheld by the District until as- built documents are up to date. Upon completion of the work, the "as-built" Drawings and Specifications shall be returned to the District prior to final payment. Contractor guarantees the accuracy of the "as-built drawings" and Contractor shall indemnify District from any loss incurred as a result of inaccurately submitted "as-built drawings". The warranty of accuracy of the as-built drawings shall survive the completion of Contractor's obligations hereunder and shall be in effect for the useful life of the completed project, excepting that destruction of the project or revision or reconstruction of the building after completion of the project shall relieve Contractor of his/her obligation of accuracy in the as-built drawings regarding the portion(s) of systems or building change or altered by subsequent reconstruction.

ARTICLE 6

6. **ASSIGNMENT:** Neither party to the Contract shall assign the Contract as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder, without the previous written consent of the District. Assignment of this Contract or any part thereof without the prior written consent of the District shall constitute a material breach of this Agreement and entitle District to exercise any and all rights provided for by this Agreement or by law for such material breach.

ARTICLE 7

7. **ATTORNEYS' FEES**: In the event of any action or proceeding, brought by any party against any other party pursuant to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the actual fees of its attorneys, incurred for prosecution, defense, consultation or advice in such action or proceeding, not limited to but including cost of expert witnesses, attorney preparation, and cost of discovery and investigation. In awarding attorney fees, the court will not be bound by any court fee schedule but shall, if it is in the interest of justice to do so, award the full amount of cost, expenses, attorney fees paid or incurred in good faith. This provision shall not be applicable to the alternative dispute resolution set forth in Public Contract Code §20104 et seq. and §9204, until such time as the case is assigned to judicial arbitration, by a court of competent jurisdiction or, if not assigned for judicial arbitration, when the case is heard before a court of competent jurisdiction.

ARTICLE 8

8. **AUDIT**: District may at all times review and audit Contractor's cost accounting records and other job records and Contractor will afford District reasonable facilities for such audits. Contractor shall preserve all job records for at least five (5) years after the completion of the project.

ARTICLE 9

9. **BINDING AGREEMENT**: This Agreement, including all documents comprising the complete construction contract, shall be binding upon the District and Contractor and upon their successors and assigns and shall inure to the benefit of the District and Contractor and their successors and assigns.

ARTICLE 10

10. **BONDS**: The Contractor shall furnish the District, within ten (10) days after award of the Contract by the Governing Board and prior to execution of the Contract and the beginning of work, with the following separate surety bonds:
 - 10.1 **Faithful Performance Bond**: Said bond shall be in an amount equal to one hundred percent (100%) of the Contract price, shall be for the faithful performance of the Contract, shall be approved by the District, and shall be secured from an admitted surety as defined in Code of Civil Procedure section 995.120.
 - 10.2 **Payment Bond**: Said bond shall be in an amount equal to one hundred percent (100%) of the Contract Price, shall be approved by the District, and shall be secured from an admitted surety as defined in Code of Civil Procedure section 995.120.

Each bond shall be in the form set forth in the Contract Documents.

ARTICLE 11

11. **CHANGE ORDERS**: (See Also **Section 00680**)
 - 11.1 District, without invalidating Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, Contract Price being adjusted accordingly. All such work shall be executed under conditions of original Contract. Contractor shall increase the amounts of his payment and performance bonds in proportion to any increase in price. In giving instructions, Architect, with the prior approval of District, shall have authority to make minor changes in work not involving change in cost and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made except in pursuance of a written change order from the District, and no claim for addition to Contract Price shall be valid unless so ordered.
 - 11.2 If the contractor is delayed in completing the work by reason of any change made pursuant to this Article, the time for completion of the work shall be extended by the same change order for a period commensurate with such delay, without additional compensation, and Contractor shall not be subject to liquidated damages for this

extension. No extension of time will be granted for change orders that, in the opinion of the Architect, do not affect the critical path of the project.

11.3. All change orders shall be signed by District and the Architect, and approved by DSA

11.4. Value of any such extra work, change, or deduction shall be determined at the sole discretion of the District in either of the two following ways set forth in subsection 11.4.a. or 11.4.b. Contractor understands and agrees that regardless of which process District elects to utilize that when submitting any change order proposal that such change order shall be broken down separately to itemize labor, by trade and hourly rate, for any trade performing work on the project and materials for any one activity. Contractor also understands and agrees that when submitting its itemized change order proposal, that Contractor shall only be allowed to submit a cost proposal for labor that reflects the wage rates set forth in the Schedule of Values for the trade that is currently on file with the District and Architect at the time the change order proposal is submitted.

a. Acceptable lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation with a combined mark-up for all overhead and profit based on the formula set forth in section b 5 of this Article. Contractor's written proposal must be broken down and submitted, in writing, in the format set forth in Section 11.4.b.1 through 11.4.b.7.

b. Time and Material: "Force Account" for direct costs for labor, material, and equipment rental plus markups for overhead and profit for Prime Contract, Subcontractor, and Sub-subcontractors as applicable. (Supervision is to be included in markup unless specifically agreed to in advance that special supervision is required.)

1. Labor: Attach itemized direct hourly rates in accordance with certified payroll records times total hours expended not to exceed the applicable prevailing wage rates. Separately show dollar amount for employer-paid payroll taxes/insurance benefits. Enter total as direct labor item.

2. Material: Attach receipts, invoices or itemized quantity units costs plus tax and delivery. Enter total as material item. _____

3. Equipment: Attach receipts, invoices, or tear tickets indicating unit costs and total hours or loads charged. (Small tools with a value of less than \$500.00 are to be included in markup.) Enter total as rental item. _____

4. SUBTOTAL (Lines 1+2+3)

5. Combined Markup: FOR ALL OVERHEAD AND PROFIT SHALL BE BASED ON

THE FOLLOWING:

a. Overhead and Profit for the Contractor The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs with total overhead and profit from Subcontractor and 2nd Tier (etc.) not exceeding five percent (5%). The Contractor's overhead and profit on the costs of work performed by the Contractor's own force shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits.

c. If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the completion of the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the

District, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure shall be as stated above in this Article.

- d. Contractor Initiated Change Orders: Contractor understands that with respect to Contractor initiated change orders, that Contractor shall be solely responsible for all costs associated with the review process including, but not limited to, Architect review, engineers review, inspection, DSA approvals, et cetera.
- e. Back Charge for Failure to Timely Submit Information for Proposed Change Orders: Contractor understands that it shall, within ten (10) calendar days of receipt of a demand by District, provide to District, in writing, an itemized list of all costs and/or credits (as applicable) for any Contractor initiated change orders. Contractor further understands that a failure to comply with this provision will result in the District obtaining the necessary information and back charging the Contractor for all costs incurred in having to take this action.
- f. All costs for supervision shall be part of the Contractor's or subcontractor's overhead including, but not limited to, cost of bond, office/clerical support, home office overhead, administrative expenses, profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs incurred by Contractor in connection therewith.

ARTICLE 12

12. CLEANUP:

- 12.1 The Contractor shall protect and preserve the work from all damage or accident, providing any temporary roofs, window and door coverings, boxing or other construction as required. This shall include any adjoining property of the District or others affected by the work of the Contractor. Contractor shall, on a daily basis, maintain the site in a reasonably clean condition and shall at the conclusion of each construction day ensure that dirt, debris, refuse, etc., deposited or left outside of the general construction area on any grounds or facilities occupied or used by the public or District staff, is cleaned-up and removed from the facility occupied or used by the public and/or District staff.
- 12.2 In the event work performed by the Contractor or any subcontractor creates dust or other airborne debris, Contractor shall provide daily "dust control" sufficient to prevent dust accumulation on grounds or buildings occupied or used by the public or District staff.
- 12.3 The Contractor shall assume full responsibility for all glass and plastic glazing installed under this Contract against damage from any source during construction. He/she shall replace all broken, cracked or scratched glass or plastic without expense to the District until date of Final Completion.
- 12.4 The Contractor shall, at completion of the work, remove all marks, stains, fingerprints, dust, dirt, and paint drippings from all surfaces, wash tile, plumbing and other fixtures clean. Clean and polish all hardware and other unpainted metals. Remove all temporary labels, tags and paper coverings. Clean all concrete and asphalt surfaces.
- 12.5 Cleaning, polishing, sealing, waxing and all other such finish operations indicated on the Drawings or required in the Specifications shall be taken to produce the required condition at the time of acceptance of all work under the Contract.
- 12.6 Before final acceptance, employ professional window cleaners to clean all plastic and glass surfaces and mirrors of putty, paint materials, stains and dirt, without scratching or injuring the plastic and glass. Leave the work bright, clean and polished.

ARTICLE 13

13. **COMMENCEMENT OF WORK AND TIMELY COMPLETION:** Contractor understands and acknowledges that **time is of the essence** for completion of this project. The Contractor shall commence work on this project upon receipt of the Notice to Proceed. Upon receipt of such notice, Contractor shall begin work and shall prosecute the work diligently to completion. No work shall be commenced before the Contract is signed.
- 13.1 **Completion Deadline:** The Project must be completed as per Paragraph 4 of the Specification Section 00300, Bid Form. Failure to complete the project on time will subject the successful bidder to liquidated damages as set forth in the liquidated damages provision of this Contract.
- 13.2 **Delays:** If Contractor is delayed in said work by the unforeseeable acts of District, its officers, agents or employees, or by changes ordered in the work, or by un-anticipatable strikes, fire, unusual and un-anticipatable delay in transportation, unavoidable casualties, unusually adverse weather conditions which could not have been reasonably anticipated or by delay authorized by District, or by any cause which the District shall decide to justify the delay, then the time of completion may be extended for such reasonable time as the District may decide. In the event Contractor is delayed by the acts of District, its agents, officers or employees, Contractor's sole remedy is an extension of time to perform his/her obligations and Contractor shall not be entitled to recover damages unless the delay is unreasonable under the circumstances and was not within the reasonable contemplation of the Contractor and/or the District. The Contractor's right to an extension of time or to recover damages for delays indicated above is expressly subject to his/her giving seven (7) days' formal written notice of such claim from the day he/she knew or should have known of the delay. Failure to give such formal written notice shall constitute a waiver of an extension of time, damages, or any other remedy Contractor may have had if he/she provided proper notice pursuant to this provision. Statements made during meeting minutes or items in meeting minutes, RFI's or other similar documents do not constitute written notice. The notice shall be a separate standalone document. Failure to complete the project within the time specified, including extensions thereof, shall subject Contractor to the imposition of liquidated damages as set forth in the Contract Documents.
- 13.3 **Substantial Completion:** For the purpose of determining substantial completion if applicable to, or necessary under this Contract, substantial completion shall be defined as the stage in the progress of the work when each of the following conditions have been fully met: (1) all contractually required items have been installed with the exception of only minor and incomplete punch list items; (2) all fire/life safety systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are all functioning; (4) all items on the DSA 152 card have been approved and signed off by the Project Inspection; and (5) the Project is fit for occupancy and its intended use. When the Contractor considers that the work or a portion thereof which the District agrees to accept separately is substantially complete, the Contractor shall prepare and submit to the Architect the comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an observation to determine whether the work or designated portion thereof is substantially complete. When the work or designated portion thereof is substantially complete, the Architect will prepare a certificate of substantial completion which shall establish the date of substantial completion, shall establish the responsibilities of the District and Contractor for security, maintenance, heat, utilities, damage to the work, insurance, and shall fix the time, which shall not exceed thirty (30) days from the date of substantial completion, within in which the Contractor shall finish all items on the list accompanying the certificate. The certificate of substantial completion shall be submitted to the District and Contractor for their written acceptance of responsibilities assigned to them in such certificate. The District shall

retain sufficient funds to compensate for unfinished items identified on Contractor's "punch list", and funds encumbered by filed stop notices.

It is IMPORTANT that the Contractor understands that achieving substantial completion does not relieve the Contractor from achieving final completion by the Project Completion Deadline set forth in Section 13(a). Failure to achieve final completion, as that term is defined in Section 13(d), within the Project Completion Deadline may result in the District imposing liquidated damages against the Contractor for each and every calendar day thereafter until final completion is actually achieved.

- 13.4 **Final completion** shall be deemed to have occurred when Contractor has completed all items on his/her "punch list" and when Contractor has fulfilled **all other** obligations set forth in the Contract Documents. Upon recommendation of the Architect and upon satisfactory completion of all punch list items, the District shall record a notice of completion. Thirty-five (35) days after recordation of the notice of completion, the District shall process the final payment to the Contractor with offsets for the value of stop notices, or incomplete or unsatisfactory work.
- 13.5 **Rain Day:** Occurs if it results in precipitation which if the amount, frequency, or duration, is in excess of the norm at the location of the Project and time of year in question as established by NOAA weather data as determined by the District. Days exceeding the normal days of rain for this Project as noted above and exceeding 0.1 inch per day will be considered a rain day. However, notwithstanding the foregoing, rain day delay claims will only be approved if the Contractor demonstrates to the satisfaction of the District that such rain days are in excess of the norm and actually caused Contractor to have to cease work on the critical path of the project and actually caused a delay in completion of the project, and such delay claim is verified in writing by the Project Inspector. Rain day delay claims can only be submitted for actual days of work scheduled to be performed and are exclusive of weekends, holidays and all other days for which work is not actually scheduled to be performed on that day. The Project Inspector will not be authorized to approve any rain day delay claims unless the Project Inspector certifies that the rain day actually resulted in the delay of the prosecuting of the scope of work being performed on the project at the time of the rain day. Rain day delay claims will not be approved merely to afford an extension of time of completion of the Contract. Rain day delay claims must be time submitted as provided in Paragraph 13.2 above; otherwise, such claim is deemed waived.

ARTICLE 14

14. **COMPLETE AGREEMENT:** This Contract supersedes any and all agreements either oral or in writing, between the District and Contractor with respect to the subject matter herein. The District and Contractor acknowledge that no representation by any party which is not embodied herein or any other agreement, statement or promise not contained in the Contract Documents shall be valid and binding.

ARTICLE 15

15. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall be familiar with and comply with the various federal, state and local laws affecting public works, including but not limited to the following:
- 15.1 **Prevailing Wage Law:**
- a. Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested

party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Project site.

- b. Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
- d. The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.
- e. The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.
- f. Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or subcontractor; and (2) whether the Contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- g. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.
- h. The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-

Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

- i. Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- j. Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

15.2 Wage Records: Pursuant to Section 1776 of the Labor Code: (Cross-Reference Section 00650). Progress payments to the Contractor shall be withheld by the District until certified payrolls are up to date.

- a. Pursuant to §1776 of the Labor Code, the Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- b. All payroll records as specified in Labor Code §1776 of the Contractor and all subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - i. 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.
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided

pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- d. The Contractor or subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- g. The Contractor or subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or subcontractor(s) fails to comply within the 10-day period, the Contractor or subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- h. Responsibility for compliance with this Article shall rest upon the Contractor.
- i. The District may withhold or delay Contract payments to the Contractor and/or any subcontractor if:
 - i. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
 - ii. The Contractor or subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
 - iii. The Contractor or subcontractor(s) submit incomplete or inadequate payroll records; or

- iv. The Contractor or subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- v. The Contractor or subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

15.3 Permits and Licenses:

- a. The Contractor shall obtain and keep current (including his/her Contractor's license) all permits and licenses that are required for the performance of his/hers work by all laws, ordinances, rules and regulations, or orders of any office and/or body lawfully empowered to make or issue the same, other than the DSA permit.
- b. In addition, Contractor shall obtain and keep current all permits and licenses required for the work of improvement and pay all fees relating thereto, including, but not limited to, utility fees and shall provide the District with documentation of the actual costs expended by Contractor with regard to these items.

15.4 Sales and Payroll Taxes: Each Contractor, subcontractor and material supplier shall include all sales tax and payroll taxes required by law.

15.5 Responsibility for Compliance with CAL/OSHA:

- a. All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.
- b. Contractor warrants that he/she and each of his/her subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as himself/herself. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. Contractor shall defend, save, keep and hold harmless the District, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the District as hereinabove set forth.

15.6 Apprentices:

- a. All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, 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 apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

- b. Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or subcontractor, shall arrange for the dispatch of apprentices to the Contractor or subcontractor upon the Contractor's or subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.
- c. Prior to commencing Work on the Project, the Contractor and subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, 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 the District if requested. Within 60 days after concluding Work on the Project, the Contractor and subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- d. The Contractor or any subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and subcontractors may add the amount of the contributions in computing his or her bid for the Contract.
- e. The responsibility of compliance with this Article and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

15.7 Hours of Work:

- a. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by the Contractor or by a subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work here on more than eight (8) hours in any one calendar day except as provided or permitted in Sections 1810 to 1815, inclusive of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein, and it is further expressly agreed that for each and every violation of this stipulation the Contractor shall forfeit to the District, as a penalty, \$25.00 for

each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in violation of the provisions of said sections of the Labor Code.

- b. The Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked by each worker employed by him/her in connection with the work contemplated by this agreement. The record shall be kept open at all reasonable hours to inspection by the District or its officers or agents and by the Division of Labor Law Enforcement of the Department of Industrial Relations.
- c. Contractor understands that the Project may dictate a non-standard work week, and if required the Project schedule and the scheduling of employees or subcontractors should be adjusted to provide for scheduled work during the non-standard work week schedule, without the incurrance of any additional charges, such as over-time, et cetera.

15.8 Water Pollution Prevention Plan: Contractor shall be responsible for paying the necessary permit fees and complying with State Water Resources Control Board Order No. 99-08-DWQ, implementing provisions of the Clean Water Act relating to storm water discharges. Contractor must obtain the necessary permits from the State Water Resources Control Board and develop and implement a Storm Water Pollution Prevention Plan in accordance with the State Water Resources Control Board requirements prior to commencing any portion of construction which will disturb land (i.e.; excavation, grading, etc.). The plan shall address all potential sources of pollutants which may enter the storm water system, it must explain what steps will be taken during construction to minimize the risk of storm water contamination and must address management procedures to be utilized during construction to prevent pollution discharges such as spills, leaking, and dumping.

The plan shall become the property of the District. A copy of said plan shall be provided to District and upon request contractor shall certify, in writing, compliance with the relevant rules, regulations and laws. Additional information regarding State Water Resources Control Board requirements can be obtained from State Water Resources Control Board, Division of Water Quality, Attention: Storm Water Permit Unit, P.O. Box 1977 Sacramento, CA 95812-1977. Telephone Number (916) 657-0903.

15.9 Codes and Regulations: All work and materials shall be in full accord with the latest codes, rules and regulations, including but not limited to the following:

| | |
|-------------------------------------|--------------|
| Rules of Local Utilities | Title 20 CCR |
| Calif. Electrical Code | |
| National Board of Fire Underwriters | Title 19 CCR |
| State Fire Marshall or | |
| Applicable DSA Requirements | |
| State Codes and Ordinances | |
| State Industrial Accident | |
| Commission's Safety Orders | |
| Calif. Plumbing Code | |
| Calif. Building Code | |

Contractor shall hold the District harmless for Contractor's failure to comply with any law or regulation affecting Contractor's performance on this project. Certain provisions are set forth herein however, the existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these Contract Documents and it is Contractor's responsibility to be, or become familiar with the various federal, state and local laws which govern Contractor's performance.

ARTICLE 16

16. **CONCEALED CONDITIONS:** Contractor has examined the job site, the Contract Documents, and the applicable building codes, laws, and regulations that govern the conduct of the work and has made such investigation as he/she deems appropriate and therefore assumes all risk and expense in dealing with subsequently discovered concealed conditions that could have been discovered through reasonable and diligent inspection and investigation. In the event Contractor encounters rock, ground water, underground structures, or utilities or other underground or concealed conditions or any hazardous material or condition in the site or existing structures if any, unknown to Contractor, Contractor shall immediately notify District and Architect of such condition in writing. Contractor shall immediately cover, barricade and protect the subject area and shall obtain further direction from District and Architect prior to continuing any work affected by the discovered condition. Should Contractor, his/her subcontractors, or officers, agents or employees proceed without further direction from the District and Architect, Contractor does so at his/her own risk and expense. The District shall investigate the conditions, and if District finds that the conditions do materially so differ and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order or construction change document under the procedures described in the Contract Documents. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The 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 17

17. **CONDUCT OF WORK:** The Contractor shall permit the District to do other work in connection with the project by contract or otherwise, and Contractor shall at all times conduct his/her work so as not to impose hardship on the District or others engaged in the work. Contractor shall adjust, correct and coordinate his/her work with the work of others so that no discrepancies shall result in the whole work.

ARTICLE 18

18. **CONVICT MADE MATERIALS:** No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract, except as permitted by California law.

ARTICLE 19

19. **DEFINITIONS:**

- 19.1 **Action of the Governing Board** is a vote of a majority of the District's governing board.
- 19.2 **Addenda** are the changes in specifications, drawings, Contract Documents, and plans which have been authorized in writing by the Construction Manager, District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.
- 19.3 **Approval** means written authorization through action of the governing board. The governing board has delegated to the Assistant Superintendent of Facilities the authority to approve certain Modifications, Change Orders, Construction Change Documents and Construction Change Directives.
- 19.4 **The Contract Documents** The Contract Documents are as defined in the General Construction Contract (Section 00500) between District and Contractor (hereinafter the Agreement or Contract). A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Document, and a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations,

representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-Subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

- 19.5 Construction Manager The District may be represented by a Construction Manager. Construction Manager and Project Manager are synonymous.

If a construction manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

- 19.6 Days All references to "days" in the Contract Documents shall mean calendar days unless otherwise specified.

- 19.7 Project Inspector/ Inspector is the individual retained by the District in accordance with titles 21 and 24 of the California Code of Regulations and who will be assigned to the Project.

- 19.8 The Drawings/ Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, where located and whenever issued, showing the design, location, and scope of work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

- 19.9 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

- 19.10 The Project is the complete construction of the Work performed in accordance with the Contract Documents.

- 19.11 The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications. 1.1.16. **“Provide”** shall include “provide complete in place”, that is “furnish and install”.
- 19.12 Safety Orders are those issued by any cognizant city, county, state or federal agency

ARTICLE 20

20. DEFERRED APPROVALS: Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect (“DSA”) and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Article 3. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

ARTICLE 21

21. DIMENSIONS: All dimensions throughout the drawings are to be calculated. Where doubts as to a dimension exist the Architect shall determine the correct dimensions.

ARTICLE 22

22. DISTRICT’S REMEDIES FOR DEFECTIVE CONSTRUCTION AND/OR DEFICIENT PERFORMANCE: In addition to any other remedy afforded to District by law, the District, may exercise, at its option, any remedy, or combination thereof, set forth herein as follows:

22.1 Faulty Labor and Materials

:

- a. Neither final payment nor any provision in the Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damages to other work, resulting there from which shall appear within the warranty period.
- b. If it is necessary in order to protect persons or property or, in the alternative, if the District deems it expedient to correct work damaged or not done in accordance with the Contract, District may correct said work and deduct from monies otherwise due Contractor, a sum sufficient to compensate District for correction of the damage or improperly installed work.

22.2. Condemned Materials:

- a. The contractor shall promptly remove from the premises all work condemned by the Inspector or Architect as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the District may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten

(10) days' time thereafter, the District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor. In the event the net proceeds are not sufficient to compensate for the costs and expenses that should have been borne by Contractor, District may deduct from monies otherwise due Contractor a sum sufficient to compensate for the costs and expenses that should have been borne by the Contractor.

22.3 The District's Right to Perform Work: (Cross reference Article 43) If the Contractor neglects to prosecute the work properly or fails to perform any provision of, or fails to correct work in accordance with the Contract Documents, the District, by written order, may order the Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated; however, if Contractor fails to correct the cause, or fails to make satisfactory arrangements with the District to correct the cause for the order within seven (7) calendar days of the written order, the District may, without prejudice to any other remedy District may have, correct such deficiencies or causes for said order and may deduct the cost thereof from the payment then or thereafter due the Contract. The right of the District to stop work shall not give rise to a duty on the part of the District to exercise its right for the benefit of the Contractor or for any other person or entity and in times of such work stoppage, Contractor shall be responsible for continuing job safety and job security.

22.4 Termination of Contract:

- a. If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence that will ensure its completion within the time specified, or any extension thereof, or fails to complete said work within such time, or withholds, or threatens to withhold continued work regardless of the reason for same, or if the Contractor should be adjudged bankrupt or if he/she makes a general assignment for the benefit for his/her creditors, or if he/she shall make an assignment for any other reason without the express written consent of the District, or if a receiver should be appointed on account of Contractor's insolvency or if Contractor refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper material to complete the work at the time specified, or if Contractor fails to make prompt payment to subcontractors or for material or labor, or disregards laws, ordinances, or instructions of District, District's Architect or District's inspector, or if Contractor or any of his/her subcontractors should otherwise violate a provision of the Contract, or if Contractor or any of his/hers subcontractors should perform work in a negligent or dangerous manner, or install or construct any portion thereof so that the work does not comply with the drawings and specifications, including any amendments thereto, or does not meet generally recognized industry standards for workmanlike quality, District may, without prejudice to any other rights or remedy, serve written notice upon Contractor of District's intention to terminate Contractor's control over the project, terminate Contractor's right to complete the Contract or terminate this Contract. Such notice shall contain the reasons for such intention to terminate, and Contractor shall immediately cease any and all violations of the terms of this Contract, ordinances, or laws and shall correct to the District's satisfaction, or make satisfactory arrangements to correct to District's satisfaction, within seven (7) days, from the date of said notice, any and all deficient conditions. If Contractor, after proper notice, fails to cease and desist or fails to cure deficiencies to the District's satisfaction within the said seven (7) day period, District may terminate Contractor's control over the project, terminate Contractor's right to complete the Contract or terminate this Agreement by written notice to Contractor, said termination shall be effective upon delivery of written notice to Contractor, his/her officers, agents or employees, or notice by certified mail to Contractor's business address. Thereafter, District may exercise any and all remedies as provided for in this Agreement or by law.

- b. In the case of termination, Contractor shall not be entitled to receive any further payment until the project is completed. In the event of termination, District shall immediately serve written notice thereof upon the Surety consistent with the terms and conditions set forth in the performance bond incorporated within these Contract Documents. Surety shall not be entitled to reappoint or contract with Contractor to complete this project without the express written consent of the District. Upon termination, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:
 - i. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - ii. Accept assignment of subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;
 - iii. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and
 - iv. Agree to accept a takeover and completion arrangement with surety that is acceptable to the District Board.
- c. If the unpaid balance of the Contract Price exceeds the expense of finishing the work, including compensation to District for additional architectural, managerial, legal, and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor and its surety shall pay the difference to the District. The amount to be paid to the Contractor or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

22.5 Additional Remedies: The foregoing provisions are in addition to and not in limitation of any other rights and remedies available to the District. The District may, at any time Contractor's performance or any subcontractor's performance is such to call into question Contractor's or the subcontractor's ability or capacity to properly, and in good workmanlike manner, perform his/her obligations in accordance with the plans and specifications and within the stated time for completion, demand assurances from the Contractor in any form acceptable to District (i.e., additional bond, written addendum, modification of the Contract, additional staffing, etc.) and Contractor's failure to provide adequate assurance shall constitute a material breach of the Contract and the District may suspend its performance and exercise any other right or remedy provided within the Contract Documents or by law.

22.6 TERMINATION BY THE DISTRICT FOR CONVENIENCE:

- a. The District may terminate the performance of Work under this Contract in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the District, the Contractor shall:
 - i. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;

- ii. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete the portion of the Work under the Contract which is not terminated; Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the Notice of Termination;
 - iii. Assign to the District, in the manner and at the times, and to the extent directed by the District, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. The District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - iv. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the District, in writing, and to the extent it may require. Its approval or ratification shall be final for all the purposes of this clause;
 - v. Transfer title to the District, and deliver in the manner, at the times, and to the extent, if any, directed by the District, (a) the fabricated and un-fabricated parts, Work in process, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; and (b) the completed or partially completed drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District;
 - vi. Use its best efforts to sell, in the manner, at the times, to the extent, and at the prices or prices that the District directs or authorizes, any property of the types previously referred to herein, but the Contractor (a) shall not be required to extend credit to any purchaser; and (b) may acquire such property under the conditions and at a price or prices approved by the District. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct;
 - vii. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
 - viii. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Contract which is in the possession of the contractor and in which the District has or may acquire an interest.
- b. Upon termination of the Contract for convenience, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1).

22.7 Termination for Non-Appropriation of Funds/ Insufficient Funds: In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value

is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

ARTICLE 23

23. **INDEPENDENT CONTRACTOR:** Contractor and District agree that there is no agency or employment relationship between District and Contractor, or any of Contractor's officers, agents or employees or subcontractors and that Contractor in performing its contractual obligations acts entirely as an independent contractor.

ARTICLE 24

24. **INSPECTION BY DISTRICT:** The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the District of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by District, be uncovered at Contractor's expense for examination. Contractor shall pay for any necessary retesting and/or re-inspection required because of work that fails to comply with the requirements of the Contract Documents.

24.1 Contractor must request all inspections, in writing, using the Inspection Request Form provided by the District. Contractor shall also make all such requests for inspection on no less than twenty-four (24) hours' notice. (Cross-Reference Article 1.1)

24.2 Costs for After Hours and/or Off Site Inspections. If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, Costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

ARTICLE 25

25. **INSURANCE:** The Contractor shall not commence work under this Contract until he/she has obtained all insurance required by these General Conditions and as further set forth in Section 00600 – Bond and Insurance and which insurance has been approved by the District and copies of certificates of such insurance are filed with the District. The Contractor shall not allow any subcontractor to commence work on a subcontract until such insurance has been obtained. Three (3) copies of insurance certificates evidencing the required coverage shall be furnished to the District. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until THIRTY (30) days written notice has been furnished District. Such insurance shall name District, its officers, agents, and employees as additional insured. Contractor's liability insurance policy shall be endorsed as primary insurance. See also Section 00600.

ARTICLE 26

26. **INTERPRETATION OF CONTRACTS/DRAWINGS/SPECIFICATIONS:**

26.1 The Contract Documents, including the drawings and specifications are to be read as an integrated document. The Contractor shall immediately report to the Architect any discrepancies or errors which are contained within the documents. Figured dimensions shall be followed and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing

any work, the Contractor shall verify all measurements and shall be responsible for the correctness of same. It is the intent of the drawings and specifications to show and describe complete installations. Items shown but not specified or specified but not shown shall be included unless specifically omitted. The Contract Documents, including the drawings and specifications, shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings whether particularly mentioned or shown or not. Work indicated on the drawings and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. In case of disagreement or conflict between or within standards, specifications, and drawings, the most stringent, higher quality and greater quantity of work shall be included in the bid.

- 26.2 If an error(s) appear(s) in the drawings or specifications or in work done by others affecting this work, the Contractor shall immediately notify the Architect in writing. If the contractor proceeds with the work so affected without having given such written notice and without receiving the necessary approval, decision or instructions in writing from Architect, then he/she shall not have a valid claim against the District for the cost of so proceeding and shall make good any resulting damage or defect. No oral approval, decision, or instruction shall be valid or be the basis for any claim against the District, its officers, employees or agents. The foregoing includes typographical errors in the specifications or notational errors in the drawings where the interpretation is doubtful or where an error exists, and the error is sufficiently apparent as to place a reasonably prudent contractor on notice that should he/she elect to proceed, he/she is doing so at his/her own risk.

ARTICLE 27

27. LAYING OUT OF WORK:

- 27.1 The Contractor shall, immediately upon entering the Project Site to begin work, locate all reference points and bench marks and take all necessary precautions to prevent their destruction; layout all work and be responsible for all lines, elevations and measurements of buildings, utilities, and other work executed under the Contract. He/she shall verify figures and elevations shown on the Drawings before laying out work, and will be held responsible for any error resulting from his/her failure to do so. Cost of surveying services required to establish and check property elevations and to correctly locate and establish property and construction lines, streets, sidewalks, curbs, etc., shall be included in the Contract Price. Contractor shall be responsible for encroachments on the rights or property of the public or surrounding property, and for encroachments on easements noted and required setbacks, and he/she shall, without cost to the District, take down, and rebuild in an approved manner any portion of a building, wall, fence or any other item that is constructed over the property lot easement or setback line.
- 27.2 Where work of one trade joins or is on other work, there shall be no discrepancy when said is completed. In engaging one kind of work with another, marring or damaging same will not be permitted. Should improper work of any trade be covered by another that results in damage or defects, the whole work affected shall be made good by the Contractor without expense to the District.
- 27.3 The Contractor shall consult the other Contractors on the project, if any, and the Architect, regarding the installation of such other Contractor's work before starting the various phases of his/her work, in order to avoid the possibility of the removal of his/her work to permit others to install their work.
- 27.4 Assistance required by the Architect in obtaining measurements or information on the work shall be furnished fully and efficiently by the Contractor.

ARTICLE 28

28. **LIQUIDATED DAMAGES:** The District and Contractor understand and agree that if the work is not fully completed within the time of completion required by this Agreement, the District will suffer damage. The parties agree that it will be impractical and infeasible to determine the amount of actual damage and, therefore, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the General Construction Agreement for each calendar day of delay until all work is finally completed and accepted. Contractor and District agree that the sum fixed as liquidated damages is a reasonable and good faith estimate of the actual amount necessary to compensate District for damages incurred as the result of delay when viewed prospectively upon the making of this Contract. Contractor and his/her surety shall be liable for the amount thereof, which shall be deducted from any payments due to or to become due to Contractor.

ARTICLE 29

29. **MANUFACTURER'S MAINTENANCE INSTRUCTIONS MANUAL AND WARRANTIES:** Notwithstanding Contractor's warranties as identified in these Contract Documents, Contractor shall provide to District all relevant manuals, instructions and manufacturer warranties for all equipment, systems, and appliances installed in the project, including, but not limited to, automatic sprinklers, kitchen appliances, heating, air conditioning, and ventilation systems, climate control systems, energy monitoring/ control systems, alarms, automatic lighting systems, elevators, etc. In addition, Contractor or his/her manufacturer, representative or other agent shall provide District designee(s) with initial, basic instruction in the operation of any installed equipment/system(s).

ARTICLE 30

30. **MATERIALS:**

- 30.1. **New Materials:** Materials shall be new and of quality equal to that specified. When not particularly specified, materials shall be the best of their class or kind. The Contractor shall, if required, submit satisfactory evidence as to the kind and quality of material. Price, fitness and quality being equal, preference shall be given to products made in California. If a conflict(s) exists in the drawings or specifications regarding the type, kind or quality of materials to be used, the conflict shall be resolved in favor of using the superior type, kind or quality material unless use of the inferior type, kind or quality of material is authorized in writing by the District.
- 30.2. **Non-Utilization of Asbestos Material:**
- a. No asbestos or asbestos containing products shall be used in this construction or in any tools, devices, clothing or equipment used to affect this construction. Asbestos and/or asbestos containing products shall be defined as all items but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite. Any and all material containing greater than one tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor. All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the Owner.
 - b. 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 the Environmental Protection Agency. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have the sole discretion and final determination in this matter.
 - c. The asbestos consultant shall be chosen and approved by the Architect or the Owner who shall have sole discretion and final determination in this matter. The

work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

- d. Costs of all asbestos removal, including but not necessarily limited to the cost of the asbestos removal Contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, additional costs as may be incurred by the Owner and/or his agent(s) shall be borne entirely by the Contractor.
- e. Contractor shall execute a declaration under penalty of perjury that no asbestos or asbestos containing products have been utilized in the project. In addition, Contractor shall certify that no lead based paint has been used in the project. Said declaration shall be provided to District at the project closeout.

30.3. Or Equals/ Substitutions:

- a. Wherever in the Contract Documents any material or process is indicated or specified by patent or by proprietary name or by name of manufacturers, and except where any material or product is expressly specified for the purpose of maintaining uniformity of design or function and designated as no substitutes allowed, such specifications are used for the purpose of facilitating the description of the materials or processes desired and are in no way intended to restrict bidding. Such specifications shall be deemed to be followed by the words "or equal", and the Contractor may offer any material or process which shall be equal in every respect to that indicated or specified; provided, however, that if the material, process or article offered by the Contractor is deemed to not be equal in every respect to that specified by the District, at the District's discretion, then the Contractor must furnish the material or article specified, or one that in the opinion of the Architect is the quality thereof in every respect. The burden of persuasion of the equality to the satisfaction of the Architect shall be solely upon the Contractor. Requests for equals shall be submitted at the time of bid. Failure to submit requests for equals in accordance with this article shall constitute a waiver of the right to substitute equals for specified items. Requests shall be made on a form provided by the Architect and must be submitted at the time of bid.
- b. The Contractor shall submit for approval to the Architect/Engineer and District, a list of all materials proposed to be used which differ in any respect from materials specified. This list shall include all materials which are proposed by the subcontractors as well as by the Contractor, for use in work under the Contract, whether or not specifically mentioned in the specifications.
- c. The list must also include the cost figures received by the Contractor for the material or materials which are submitted for approval as an equal, together with the cost figures of the specified material or materials for which equals are proposed. Failure to propose any item prior to the commencement of work, and within the time specified after the signing of the Contract, will be deemed sufficient cause for denial of the request for use of a proposed equal.
- d. If, after the Architect has favorably reviewed materials or equipment, it is found that the materials or equipment presented and favorably reviewed for use are not justifiably equal in quality and performance to the product originally specified, the Architect retains the right to revoke said favorable review, and to reject the materials or equipment without any additional cost.
- e. All materials shall be delivered so as to insure a speedy and uninterrupted progress of the work. Materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on work site, and the Contractor, regardless of whether he/she stores materials on or off the site, shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause.

- f. After the Contract has been executed, the District and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Contract Documents.
- g. By making requests for equals or substitutions, the Contractor:
 - i. represents that the Contractor has personally investigated the proposed substitute or equal product and determined that it is equal or superior in all respects to that specified;
 - ii. represents that the Contractor will provide the same warranty for the equal or the substitution that the Contractor would for that specified;
 - iii. certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the equal or the substitution which subsequently became apparent; and
 - iv. will coordinate the installation of the acceptable equal or substitute, making such changes as may be required for the work to be complete in all respects.
 - v. early occupancy shall not in any way affect the warranties provided pursuant to this Contract;
 - vi. all requests for substitution of proposed equals shall be accompanied by a substitution request form as provided by the Architect;
 - vii. represents that the proposed substitution does not affect dimensions unless shown on drawings and does not require design changes in the Contract Documents;
 - viii. represents that the Contractor will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution;
 - ix. represents that the proposed substitution will have no adverse effect on the work, the schedule, or specified warranty requirements; and
 - x. represents that maintenance and service parts will be readily available for the proposed substitution.

ARTICLE 31

- 31. **MODIFICATION:** The Contract, including all Contract Documents therein, may be modified by mutual consent and in writing only and approved by the District's governing board.

ARTICLE 32

- 32. **NOTICE AND SERVICE THEREOF:** Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, (a) if the notice is given to the District, by personal delivery thereof to the Facility Planner of said District, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the District, postage prepaid and registered; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his/her duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to Contractors business address, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by

personal delivery to such surety or other person, or by depositing same in the United States mail, enclosed in a sealed envelope, postage prepaid and registered.

ARTICLE 33

33. OCCUPANCY PRIOR TO COMPLETION:

- 33.1. The District reserves the right to occupy, on written notice, any portion of the work at any time before completion and while work is in progress. In the event of such occupancy, the Contractor shall provide, without additional cost to the District, suitable protection by means of fencing, barriers, posted signs or other methods as required to prevent persons other than those directly connected with the work from entering remaining areas where continuing work is being conducted, vehicles are operating, or materials are stored.
- a. Such occupancy by the District prior to final acceptance shall not be construed by the Contractor as being an acceptance of that part of the project so occupied, nor shall the Contractor be entitled to, or make demand for, additional compensation or extension of time because of such occupancy.
 - b. Such occupancy by the District prior to final acceptance shall not be deemed to constitute a waiver of existing claims on behalf of the District or Contractor against each other.
 - c. The metered cost of electricity, water, fuel, etc., for the occupied portions will be borne by the District from the start of such occupancy.
 - d. The Contractor shall not be held responsible for any damage to the occupied portions of the project resulting from such occupancy by the District, unless attributed to the Contractor's failure to comply with subdivision a. above.
 - e. Use and occupancy by the District prior to final acceptance shall not relieve the Contractor of his/her responsibility to provide and maintain all insurance and bonds required of the Contractor under the Contract until the work is completed and accepted by the District.

ARTICLE 34

34. OVERLOADING:

- 34.1. If the Contractor shall cause, permit, or allow any part of the building or buildings to be overloaded by storing, piling or setting thereon any material or equipment, or by performing thereon any of his/her work, he/she shall do so at his/her sole risk, and he/she shall be solely responsible for any and all loss, damage, and/or injury arising or resulting therefrom.
- 34.2. All materials brought onto the site shall be stacked up in an orderly manner in a designated area not in conflict with the area where work is being performed.

ARTICLE 35

35. PAYMENT: Contractor understands and agrees that all Applications for Payment must be submitted to District using AIA G702 and AIA G703 pay application forms or any other form, approved in writing, by District for use with the project and must be accompanied by any and all other information required by any other provision of the Contract Documents (e.g., cash allowances, change orders, current schedule of values, et cetera). Pay Applications that are not submitted on the proper form or accompanied by any other documentation required by the Contract Documents will not be considered complete and will be returned to Contractor for correction and resubmission. Once the Pay Application is considered complete, all Pay Application requests shall be processed as follows:

- 35.1. Certificates of Payment: Subject to other conditions of these specifications, within seven (7) days after receipt of Contractor's monthly request for payment on account, during the progress of the work, the Architect shall issue certificates authorizing payment on account of the Contract, for labor and materials actually incorporated in place in the building in a satisfactory manner or stored in an insured or bonded storage facility or warehouse, in a sum not to exceed ninety percent (95%) of a reasonable value of such temporarily accepted work.
- 35.2. Progress Payments: Any payment request determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practical, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth the reasons in writing why the payment request is not proper.
- a. A properly submitted payment request shall be defined as the date upon which the District receives a payment request, certified in accordance with this Contract.

For purposes of this section, a "progress payment" includes all payments due contractors, except that portion of the final payment designated by the Contract as retention earnings.

- 35.3. Proof of Value: Contractor shall submit to the Architect and to the Inspector vouchers or other satisfactory proof of the value of any work for which he/she claims payment on such account, and receipts showing that progress payments have been duly made on such contracts, and for materials furnished.
- 35.4. Inspector's Confirmation: All estimates of work performed during the preceding calendar month and all requests for payment thereof or for partial payment on account of equipment delivered but not installed, as herein provided for, shall be certified by the Inspector and countersigned by him/her before any certificate shall be given to Architect. If errors are found in a request for payment, the errors shall be corrected by the Contractor, and the request resubmitted to the Architect and Inspector for approval, bearing the date of same as corrected.
- 35.5. Final Certificates: When the work is ready for acceptance by the District Contractor shall submit a request for final payment, the Architect shall so certify in writing to the Board of Trustees, and a certificate of acceptance will be issued to the Contractor which will bring his/her progress payment up to ninety percent (95%) of the Contract Price, less sums withheld for liquidated damages, if any.
- 35.6. Final Payment: A Notice of Completion will be filed by the District upon final completion and acceptance of the work. Thirty-five (35) days after filing of such notice of completion payment due under the Contract, less amounts in satisfaction of stop notices and incomplete punch list items, will become due the Contractor and the Architect shall so certify to the District authorizing the final payment. District may withhold any reasonable sums payable to Contractor for any work that was not completed on said date or that is defective and ordered to be replaced, final payment for withholdings to be made when certified by the Architect in writing to District. A reasonable sum shall be defined as 150% of the amount of monies necessary to complete or correct the work.
- 35.7. Stop Notices: District shall withhold, from the next following payment to Contractor, 125% of any amount claimed in a stop notice timely filed with the District. Amounts withheld shall only be paid upon a valid release of stop notice or other resolution pursuant to governing law. Disputes regarding the validity of stop notices shall be resolved pursuant to governing law and shall not be subject to the dispute resolution provisions set forth in Public Contract Code Section 20104 and these Contract Documents. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the District a complete release of all stop notices arising out of this Contract, but the Contractor may, if any subcontractor refuses

to furnish a release, furnish a bond satisfactory to the District, to indemnify District against any stop notice.

Contractor understands and acknowledges that public property may not be liened but that a subcontractor may file a stop notice with the District. Contractor shall inform all subcontractors regarding the invalidity of liens on public property and in the event a subcontractor erroneously records a lien against public property, Contractor shall remove or bear the expense incurred by District in removing the invalid lien, including all costs and reasonable attorney fees.

- 35.8. Payments Withheld: The District may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate of payment to such extent as may be necessary to protect the District from loss on account of:
- a. Defective work not remedied;
 - i. Payment for defective work shall not be made unless and until contractor provides written notice from its surety that surety waives the right to claim exoneration based on payment for defective work.
 - b. Claims filed or reasonable evidence indicating probable filing of claims;
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
 - d. Conditions indicating that the Contract cannot be completed for the balance then unpaid;
 - e. Damage to the District or another Contractor;
 - f. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted;
 - g. Stop notices served upon the District;
 - h. Liquidated Damages assessed against the Contractor;
 - i. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
 - j. Unsatisfactory prosecution of the Work by the Contractor;
 - k. Failure to store and properly secure materials;
 - l. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
 - m. Failure of the Contractor to maintain as-built drawings and documents;
 - n. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in a payment application;
 - o. Unauthorized deviations from the Contract Documents (including but not limited to unresolved Notices of Deviations (DSA Form 154));
 - p. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
 - q. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
 - r. Failure to properly maintain or clean up the Site;
 - s. Payments to indemnify, defend, or hold harmless the District;
 - t. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
 - u. Failure to submit an acceptable schedule or updates;

- v. Failure to secure warranties, including the cost to pay for warranties;
 - w. Failure to provide releases from material suppliers or Subcontractors when requested to do so;
 - x. Incomplete punch list items; or
 - y. Allowances that have not been used.
- 35.9. Substitution of Securities: Upon the Contractor's request, the District will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300, if the Contractor deposits in escrow with the District's treasurer or with a bank acceptable to the District, securities eligible for the investment under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:
- a. The Contractor shall bear the expense of the escrow account including the expense of District and the escrow agent, either the District's Treasurer or the bank, in connection with the escrow deposit made;
 - b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section;
 - c. The Contractor shall enter into an escrow agreement in the form set forth in Public Contract Code Section 22300 and satisfactory to the District, which agreement shall include provisions governing inter alia;
 - i. the amount of securities to be deposited;
 - ii. the providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited;
 - iii. conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract;
 - iv. decrease in value of securities on deposit;
 - v. the termination of the escrow upon completion of the Contract.
 - d. The Contractor shall obtain the written consent of the surety to such agreement.
- 35.10. Off-Setting Obligations: District may off-set against payments required under this Contract any monetary obligation from Contractor to District whether the obligation arises out of this project or otherwise.

ARTICLE 36

36. PRE-CONSTRUCTION CONFERENCE Cross-Reference Section 01311, 01312): Prior to start of construction a conference will be called for the purpose of reviewing the construction program with the Contractor's representative. At the conference, detailed program, sequence of work, and methods of access to work site shall be reviewed. Representatives of the District, Architect, and Contractor shall be named, and District will establish requirements for request of payments, procedures for correspondence, etc.

ARTICLE 37

37. PROGRESS SCHEDULE: (Cross-Reference Section 01311, 01312, 01321, 01322)
- 37.1 This section includes the preparation and submission of the schedules and reports specified herein, including the up to date maintenance thereof as required. Progress payments to the Contractor shall be withheld by the District until schedules are up to date.

- 37.2 Construction Schedule General Requirements: Contractor shall prepare and submit a detailed critical path method (CPM) schedule within five (5) calendar days of the formal notice to proceed. General requirements of the schedule shall include:
- a. a construction sequence that does not exceed the Contract completion date.

IMPORTANT: PROGRESS SCHEDULES SUBMITTED TO THE DISTRICT UNDER ARTICLE 37 MUST SHOW ONLY ACTUAL WORKING DAYS, IRRESPECTIVE OF WEEKENDS, HOLIDAYS, ETC., UNLESS WORK IS SCHEDULED TO ACTUALLY BE PERFORMED ON THOSE DATES. The District anticipates that it is rare that work will be performed on weekends, holidays, etc., and as such anticipates that most progress schedules submitted in accordance with the requirements of Article 37 will reflect only a 5 day work week on the schedule. Failure to exclude weekends, holidays, and other non-working days or to exceed a five day work week, unless specifically required by the Contract, will result in the Progress Schedule being rejected and constitutes a material breach of the Contract.

- b. submittal/approval/fabrication and delivery sequences for all key materials and equipment on the project.
 - c. activities to reflect major inspections and testing of equipment.
 - d. utilize computerized software, such as Primavera, Promus, Aldegraph, or equal computerized CPM scheduling software as approved by the District.
 - e. use conventional critical path methods, principles, and definitions to satisfy the requirements of this specification.
 - f. use Precedence Diagramming Method (PDM) format.
- 37.3 Cost loading of all work activities shall be required. The cumulative amount of all cost loaded work activities shall equal the total Contract Price. Prorate overhead profit and general conditions on all activities for the entire project.
- 37.4 Procurement activities must be cost loaded to determine payment amounts for materials stored on site. If materials stored on site are not to be submitted for payment as such, cost loading of procurement items will not be required.
- 37.5 Original CPM Schedule Submittal: The project CPM schedule shall have a level of detail sufficient to reflect the various construction activities and monitor the project in a usable and readable manner. A minimum number of activities, including procurement activities, shall be required as determined by the Architect in accordance with the scope of the project.
- 37.6 The Contractor may elect to supply the services of a CPM scheduling consultant, and shall do so if adequate scheduling capabilities do not exist in-house.
- 37.7 The original submittal shall include the following:
- a. time scaled logic network diagram in order by building. (3 copies)
 - b. bar chart in order by building, by early start. (3 copies)
 - c. bar chart in order by trade, by early start. (3 copies)
 - d. eight and one-half inch by eleven inch (8-1/2" x 11") written reports for a), b) and c) above and a minimum of 3 copies of a full size (i.e., 24" x 36") color baseline schedule as well as all schedules as the schedule is updated throughout the project

- e. a cost loaded report, including individual activity cost and estimated month projected payments for the entire length of the project, sorted by: 1) early start, 2) late start the cost loading totals must equal the Contract Price.
- 37.8 Schedule Maintenance and Updating: The project CPM schedule shall be updated on a monthly basis with the project status date (data date) being no more than ten (10) working days to the prior periodic submittal due date. Such report shall show actual progress on the schedule compared to the plan. Progress payments to the Contractor shall be withheld by the District until schedules are up to date.
- 37.9 Periodic payment requests must include the current CPM schedule update at the time payment requests are submitted for processing. Progress payments to the Contractor shall be withheld by the District until schedules are up to date.
- 37.10 Each update submittal shall include the current time scaled logic network diagram and bar charts.
- 37.11 Select reports yielding the following sort of orders will be required.
- a. activity listing sorted by building (including site), by total float, by early start.
 - b. activity listing sorted by building (including site), by early start.
 - c. during the report sorted by building, by total float; comparing current update with prior update.
 - d. variance report sorted by building by total float; comparing current update with original schedule.
 - e. value of work performed for current period, sorted by building, by trade.
 - f. value of work performed to date, sorted by building, by trade.
- 37.12 Included in the CPM schedule update shall be a written narrative report detailing the following:
- a. a general discussion of progress since the prior update, including areas of work being accomplished earlier or later than scheduled. Include a discussion of any delay reflected by the CPM schedule.
 - b. a listing of the critical path only, sorted by early start, and a narrative addressing all critical path changes for the current update, the projected completion date, and the Contractor's plan of action to maintain the Contract completion date.
 - c. a listing of all near-critical activities (activities having less than sixteen (16) working days total float) with a narrative discussion of the Contractor's plan of action to keep these activities from becoming critical.
 - d. a detailed listing and narrative of all logic changes, activity additions and deletions, duration modifications, and other scheduled alterations that were completed during the update.
 - e. each schedule update shall include CD(s) containing the CPM schedule files for that update.
 - f. the Contractor shall provide the District, upon the District's request, access to the scheduling software and hardware used to produce the original CPM schedule and monthly updates and an electronic copy of the schedule.

- 37.13 A copy of the most recent CPM construction schedule shall be posted in the Contractor's job office and copies of all out of date schedules shall be kept at the job office at all times for perusal by the District.
- 37.14 In addition to the CPM schedule update and reports submitted with each periodic payment request, one copy of CPM schedule updates and required report shall be submitted to the architect and the District. Such submittal shall be required within five (5) working days of the CPM schedule status date.
- 37.15 Upon project closeout, the Contractor shall provide the District and the architect with one copy each of the completed as-built schedule and applicable reports.
- 37.16 Submittal Schedule: The Contractor shall also furnish before first application for payment, a separate schedule along with the construction schedule specified above showing the proposed dates for submittal of all shop drawings, product data and samples.
- a. Submit two (2) copies of the submittal schedule to the architect.
- 37.17 RECOVERY SCHEDULES: Once a Contractor determines or the District or Architect notifies the Contractor that based on his/her/its observations of the work completed and the work in progress that the Contractor is fourteen (14) calendar days or more behind schedule, the Contractor has a duty to prepare a Recovery Schedule in accordance with the requirements set forth in Article 37 and submit the same to the District within five (5) calendar days of receipt of notice that the Contractor is off schedule by fourteen (14) calendar days or more or, if no such notice is received by Contractor, within seven (7) calendar days of the date it becomes known to Contractor that Contractor is off schedule by fourteen (14) days or more. Failure to timely provide District with recovery schedules shall constitute a material breach of the Contract and District may declare the Contractor in default and terminate the Contract.

ARTICLE 38

38. PROTECTION OF WORK AND PROPERTY:

- 38.1 The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the District's property from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the District. Contractor shall adequately protect adjacent property as provided by law and the Contract documents.
- 38.2 Any plants which must be removed for proper execution of the work shall be removed without damage in a manner necessary for transplanting. The Contractor shall aid in this work and shall complete the transplanting and be responsible for watering and cultivation. The Contractor shall be responsible for damage to plants in a manner described in the foregoing paragraph.

ARTICLE 39

39. QUALIFICATIONS FOR EMPLOYMENT:

- 39.1 No person under the age of 16 years of age and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work under this Contract, unless, under the discretion of District, the safety of the pupils is protected by one or more of the following methods:
- a. The installation of a physical barrier at the worksite to limit contact with pupils.
- b. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- c. Surveillance of employees of the entity by school personnel.

- 39.2 No person whose age or physical condition is such to make his/her employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform work under this Contract; provided that this sentence shall not operate against any physically handicapped person otherwise employable where such persons may be safely assigned to work which they can ably perform.

ARTICLE 40

40. **ROYALTIES AND PATENTS**: The Contractor shall pay all royalties and license fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the District harmless from loss on account thereof, except that the District shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or articles specified is an infringement of a patent he/she shall be responsible for such loss unless he/she promptly gives notice of such infringement in writing to the District.

ARTICLE 41

41. **SANITARY FACILITIES**: In accordance with applicable Cal-OSHA regulations, Contractor shall supply and maintain at his/her expense such toilets and other sanitary facilities as are necessary for use by workers employed at the job site. Such facilities shall be approved by District.

ARTICLE 42

42. **SCHEDULE OF VALUES**: Within ten (10) days after the execution of the Contract, the successful bidder will be required to provide District and Architect with a schedule of values that will break down the Contract Price into its component parts. The schedule of values shall allocate the entire Contract Price among the various portions of the work. The schedule of values should reflect the total cost of the work, including but not necessarily limited to, overhead, profit markups, start-up costs, completion costs, et cetera. The schedule of values should also separately itemize labor, by trade and hourly rate, for any trade performing work on the project in excess of one thousand dollars (\$1,000.00) and materials for any one activity in excess of one thousand dollars (\$1,000.00). If District and/or the Architect question the accuracy of any item, the successful bidder shall supply the specific detailed breakdown of the item(s) cost as requested by District and/or Architect. Percentages of completion may be applied to the schedule of values by the District and/or Architect to compute progress payments. The schedule of values should be aligned with the CPM schedule. Within ten (10) calendar days of the approval of any change order, the schedule of values must be updated to incorporate the change orders as provided herein and submitted to the District and Architect. Within ten (10) calendar days of any change by DIR to prevailing wage rates, the schedule of values shall be updated to reflect such changes and submitted to the District and Architect.

ARTICLE 43

43. **SEPARATE CONTRACTS**: The District reserves the right to let other contracts in connection with the work including, but not limited to, work covered by a proposed change order that is not acceptable to the District. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his/her work with theirs.

ARTICLE 44

44. **SEVERABILITY**: In the event any provision(s) of the Contract Documents is deemed to be invalid or unenforceable, that (those) provision(s) shall be severable from the remainder of the Contract Documents and shall not cause the invalidity or unenforceability of the remainder of the Contract.

ARTICLE 45

45. **SUBCONTRACTORS**:
45.1 The Contractor agrees that he/she is as fully responsible to the District for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract documents shall create any contractual (including third party beneficiary) relation between any subcontractor and District.

a. A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. Subcontractor shall be listed in the Bid according to the instructions contained therein.

b. The Contractor agrees to bind every subcontractor to the terms of this Contract, including the General Conditions, Special Conditions, the Drawings and Specifications as far as applicable to the Contractor's work.

The following provisions shall be included in the Contractor's contracts with his/her subcontractors, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the District:

The subcontractor agrees:

i. To be bound to the Contractor by the terms of the Agreement, General Conditions, Special Conditions, Drawings and Specifications, and to assume toward him/her all the obligations and responsibilities that he/she, by those documents, assumes toward the District.

ii. To submit to the Contractor, applications for payment, in such reasonable time as to enable the Contractor to apply for payment under terms of the General Conditions.

iii. To make all claims for extras, for extensions of time and for damages to the Contractor in the manner provided in the Contract Documents for claims by the Contractor upon the District.

45.2 Contractor shall hold District harmless and defend and indemnify District from damages, if any, incurred as a result of Contractor's failure to include the required conditions in Contractor's subcontracts.

45.3. Contractor shall:

a. Pay the subcontractor, upon the payment of certificates, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.

b. Pay the subcontractor to such extent as may be provided by the Contract documents or the subcontract, if either of these provides for earlier or larger payments than the above.

45.4. Pursuant to the provisions of Sections 4100 et seq., of the Public Contract Code of the State of California, the Contractor shall not without the consent of the District, either:

a. Substitute any persons as subcontractors in place of the subcontractors designated in his/her original bid.

b. Permit any subcontractor to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his/her bid.

c. Other than in the performance of change orders, sublet or subcontract any portion of the work in excess of one-half of one percent of his/her bid for which his/her original bid did not designate a subcontractor.

d. Contractor's violation of any of the provisions of sections 4100 et seq., of the Public Contract Code, shall be deemed a material breach of this Contract, and the District may terminate the Contract, or may assess the Contractor a penalty in the amount of not more than ten percent (10%) of the amount of the subcontract involved, or may both cancel the Contract and assess the penalty.

ARTICLE 46

46. **SUBMITTALS, SHOP-DRAWINGS, CUTS AND SAMPLES:** (See Sections 00670, 00675, 01330)
If applicable to this bid - Shop drawings, brochures, catalogue cuts and samples in quantities specified by Architect shall be submitted to the Architect for all items for which they are required by the technical specifications. The Contractor shall examine all submittals for accuracy and completeness, including those submittals provided by subcontractors at any tier, in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Specific submittals requirements are identified in the individual specification Sections.

46.1 Submittal

Requirements:

- a. General: Conform to specified procedures in submission of all required submittals.
- b. Specified Products: Where submittals are identified in individual specification Sections with the statement "None required for specified product.", only the named manufacturers, product and model numbers are exempt from submittal requirements.
- c. Approved Equals and Substitutions: Where submittals are identified in individual specification Sections with the statement "None required for specified product.", and Contractor is requesting an approved equal or substitution, all submittal requirements shall be in effect and will be required. Submittals shall identify all changes required in plan, detail and specification, and shall show or describe in detail, how proposed product will be incorporated, without altering the design or appearance of the Project in any way.
- d. Deferred Approvals: Items identified on the cover sheet of the Drawings that are not approved by DSA because the exact design or manufacturer are not known at the time of approval and which require submittals be made through the Architect to DSA for review and acceptance after the Contract is signed.

46.2 Submission Procedures:

- a. General: Schedule submissions a minimum three (3) weeks before required for use.
- b. Submissions:
 - i. General: After issuance of Notice to Proceed make submissions as follows:
 - ii. Deferred Approval Items: 21 calendar days.
 - iii. Early Start and/or Long Lead-Time Items: 30 calendar days.
 - iv. Color Selection Items: 30 calendar days.
 - v. Electrical, Mechanical and Equipment Items: 60 calendar days.
 - vi. All other items: 90 calendar days.

46.3 Cover Sheet:

- a. General: All submittals shall be accompanied by a Submittal Cover Sheet as provided by the Architect. Contractor shall follow the format as follows:
 - i. Contractor: Provide company name, mailing address, telephone number and name of the contact person responsible for work on this project.

- ii. Sub-contractor: Provide company name, mailing address, telephone number and name of the contact person responsible for work on this project.
 - iii. Submittal Description:
 - General: Describe contents of submittal completely; identify if material is a resubmittal and give previous submittal number.
 - Submittal Index: Provide index of all items included in submittal; properly identify with drawing numbers, etc.
 - iv. Specification Section Number: Identify submitted work with Section number and name shown in the Project Manual. Provide separate submittals for each specification Section, as required.
 - v. Submittal Number: Identify first submittal as number one (1); number re-submittals, if required, with succeeding numbers.
- b. Submittals Identification:
- i. General: Provide the following on each submittal.
 - ii. Date: Submission date and revision dates.
 - iii. Project: Project title and number; names of Architect, Contractor, and Sub-contractor.
 - iv. Product or Material: Name of manufacturer; product name or model number; and supplier.
 - v. Contractor's stamp: Initialed or signed, certifying to review of submittal, verification of field requirements and compliance with Contract Documents.
- 46.4. Number of Copies Required:
- a. General: Submit following number of copies:
 - b. Progress Schedule: Three (3) copies.
 - c. Schedule of Values: Three (3) copies.
 - d. Certifications: Three (3) copies.
 - e. Shop Drawings: One (1) reproducible transparency and six (6) copies of each original drawing.
 - f. Product Data/Material Lists: Seven (7) copies.
 - g. Samples:
 - i. General: As identified in individual specification Section.
 - ii. Color/Pattern Section: One (1) set of manufacturer's complete range for initial selection; additional samples as requested of selected color/pattern for final color schedule.
 - h. Substitutions: Seven (7) copies.
 - i. Maintenance/Operating Manuals: Three (3) copies.

- j. Record Drawings: Reproducible transparencies and two (2) copies.
 - k. Record Survey: Reproducible transparencies and two (2) copies.
 - l. Contractor and Subcontractor Guarantees: Three (3) copies, all with original signatures as further discussed in the Closeout Procedures, Section 00875.
 - m. Products, materials and equipment – warranties: Three (3) copies, all with original signatures as further discussed in the Closeout Procedures, Section 00875.
- 46.5. Submittal Review:
- a. General: Make submittals as required to cause no delay in the orderly progress of work, layout or fabrication under Contract, due allowance being made for checking by the Architect and for such corrections, resubmissions and rechecking as may be necessary. Do not commence any work requiring submittals until review by Architect has been completed.
 - b. Review: Review of submittals will be general and only for general conformance with the Contract Documents. Review does not relieve Contractor from responsibility for coordinating work with other trades and compliance with requirements of Contract Documents for lengths, fit and other details, or from furnishing materials and work required by Contract which may not be indicated on submittals when reviewed.
Review does not authorize changes from Contract requirements. Efforts will be made by Architect to identify errors and omissions, but General Contractor is responsible for the accuracy and correctness of all submittals.
 - c. Color Selections: Architect will make no selections until all submittals related to color have been received and materials reviewed.

ARTICLE 47

47. **PROJECT SUPERINTENDENT; PROJECT MANAGER; FOREMAN -SUBMISSION OF RESUME FOR APPROVAL TO ASSIGN TO PROJECT:** Within five (5) days of receiving the Notice of Award, in addition to other contractually required submittals, Contractor shall also submit to District the name, address, work, home and mobile telephone of the Contractor's Project Manager, Project Superintendent and Foreman who will be assigned by the Contractor to the Project, as well as a copy of the resume of the Project Superintendent and Foreman.
- 47.1. **Designated Superintendent, Project Manager and Foreman - District Approval Required:** Within five (5) calendar days of receiving the Notice of Award, Contractor shall submit to District the information identified in this Article above for District's review. Within ten (10) business days of receipt of such information, District shall notify Contractor as to whether the designated Project Superintendent, Project Manager and Foreman for the Project are acceptable to the District. District's approval shall not be unreasonably withheld. Contractor understands and agrees that the requirement to provide a Project Superintendent and a Project Manager expressly requires that Contractor employ two separate individuals and that contractor will not be permitted to staff this Project with just one employee wearing both the hat of Project Superintendent and Project Manager, unless expressly authorized by District, in writing.
- 47.2 If, at any time during the Project, the District notifies the Contractor that either the Project Superintendent, Project Manager or Foreman on the Project are not performing to the District's satisfaction, the Contractor shall immediately replace such individuals not later than seven (7) business days after receipt of such notification from District. Contractor shall provide the District with the information identified in this Article relating to any replacement Project Superintendent, Project Manager or Foreman prior to the individuals performing work on the Project. District shall expeditiously review the information to determine whether the proposed replacement Project Superintendent

and/or Foreman are acceptable to the District, which approval shall not be unreasonably withheld.

- 47.3 If, at any time during the Project, Contractor notifies the District, in writing, stating the reasons therefore, that the Project Superintendent or Foreman have become unavailable to continue on the Project, Contractor may substitute other personnel of at least equal competence upon prior written approval by District, which approval shall not be unreasonably withheld. Contractor understands, however, that District will not approve any substitution if the basis of such request is to merely assign these employees to other Projects being constructed by Contractor before the completion of the Project that is the subject of this Contract. In proposing replacement personnel, Contractor must first provide the District with the information identified in this Article relating to any replacement Project Superintendent, Project Manager or Foreman prior to the individuals performing work on the Project. District shall expeditiously review the information to determine whether the proposed replacement Project Superintendent and/or Foreman are acceptable to the District.
- 47.4 Contractor shall keep a full-time Project Superintendent and Foreman physically on each project site at all times that work is being performed on the project and shall keep during the progress of the project any necessary assistants to the Project Superintendent. Contractor understands and agrees that the Project Superintendent and/or Foreman cannot be removed from any assigned project, without the express written consent of the District, which District agrees shall not be unreasonably withheld. Contractor understands, however, that District will not approve any substitution if the basis of such request is to merely assign these employees to other Projects being constructed by Contractor before the completion of the Project that is the subject of this Contract.
- 47.5 The Project Superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be as binding as if given to the Contractor.
- 47.6 The Contractor shall give efficient supervision to the work, using his/her best skill and attention. Contractor shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Architect any error, inconsistency, or omission which he/she may discover but he/she shall not be held responsible for their existence or discovery, unless there is a situation in which interpretation is doubtful or the error is sufficiently apparent as to place a reasonably prudent contractor on notice that an error exists.
- 47.7 Any time Contractor's personnel or personnel of subcontractors or material men are on the project site, Contractor shall have a designated person on site to be responsible for the work.
- 47.8 Contractor understands that it is solely responsible for giving directions to its subcontractors and/or responding to any requests for information from its subcontractors. Contractor also understands that it shall be its sole responsibility to coordinate the work of all of its subcontractors. Neither District, Architect, inspector, or any officer, agent or employee thereof, shall provide direction to Contractor's subcontractors or respond to requests for information from subcontractors or coordinate subcontractor work.
- 47.9 The Superintendent shall submit daily reports to the District not less than weekly including but not limited to: subcontractors on site, accurate head count of workers and trades, and materials, and equipment delivered to the site, visitors, accidents, problems, et cetera. Note: If the Contractor's Superintendent performs labor on the project, the Contractor shall cause the Superintendent to be paid at the prevailing wage for the classification of work performed.

ARTICLE 48

48. THIRD PARTY BENEFICIARIES: This Contract is by and between the District and Contractor and/or their successors or assigns and no third party is intended expressly or by implication to be benefited by this Agreement.

ARTICLE 49

49. UTILITIES:

49.1 Unless otherwise provided for under separate sections, Contractor shall arrange for and provide continuously until acceptance of work, all water, gas and electricity required. Contractor shall pay for such services unless specifically otherwise noted. Contractor must obtain prior written permission from District before hooking up to any District utilities that have not been directly sub-metered by Contractor. In the event Contractor is permitted to utilize District utilities, Contractor shall be responsible for all costs

attributable to Contractor's performance of work under this Contract and such charges will be back charged to Contractor on a pro-rata basis.

49.2 Contractor shall send proper notices, make necessary arrangements, perform other services required in care and maintenance of all public utilities and assume all responsibility concerning same. Notify proper utility if damage occurs. Observe all rules and regulations of the respective utilities in executing the work.

49.3 Contractor shall carefully check areas where operations of the Contract are to be performed and observe any existing overhead wires, equipment and other obstructions. Any such work shall be moved, replaced or protected, as required, whether or not shown or specified.

49.4 Locations of existing underground lines shown on Drawings are based on information from best available sources, but are to be regarded as approximate only. Deviations necessary to conform with actual locations and conditions shall be made without extra cost. Contractor shall exercise extreme care in locating and identifying said underground lines before starting work.

49.5 Contractor shall exercise all reasonable precautions to preserve and protect any existing underground improvements whether or not shown or specified. Active utilities shown on Drawings shall be adequately protected from damage and removed or relocated only as indicated or specified. Where active utilities are encountered but are not shown on Drawings, Architect shall be advised; work shall be adequately protected, supported, or relocated as directed by Architect; Contract Price will be adjusted for such additional work.

49.6 Contractor shall repair, to the satisfaction of Architect and without additional cost to District, any damage to utility lines that occur as a result of operations of this work whether or not such utility lines are indicated.

ARTICLE 50

50. WARRANTIES: (Cross-Reference Sections 00870, 00875, 01785) Where the specifications require the Contractor to provide a written guarantee, it is the intention of this Contract that such guarantee shall run in favor of District, shall be made out to District, and shall be delivered in writing, in the form set forth in these Contract Documents, to the District prior to final payment.

50.1 Contractor's Guarantee During Construction: The District shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor assumes the risk of loss from destruction of, or damage to the project and in the event the work is damaged or destroyed in whole or in part by fire, earthquake, flood, or other peril, the time for the completion of the Contract will be extended, and Contractor shall rebuild at no expense to

District. This obligation shall not replace Contractor's obligation to carry insurance as set forth in the Contract Documents.

- 50.2 Contractor's Guarantee of Quality: Contractor unqualifiedly guarantees the "first-class" quality of all workmanship and of all materials, apparatus, and equipment used or installed by him/her or by any subcontractor or supplier in the project which is the subject of this Contract unless a lesser quality is expressly authorized in the Drawings and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations there from.
- 50.3 Guarantees: Besides guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material for a period of two (2) years from the date of acceptance of the work by the District (special or extended guarantees as noted shall be honored as specified under specific items) and shall repair or replace any or all material and workmanship (together with any other work which may be damaged in so doing) that is or becomes defective during the period of said guarantees without expense whatsoever to District.

For purposes of this Contract the date of acceptance shall be the date of the resolution of the governing body of District accepting work excepting work which is incomplete upon date of said resolution, and then the date of acceptance shall be the date of final payment under this Contract. In the event the Contractor fails to comply with the requirements of any guarantee required by this Contract within seven (7) days after being notified in writing, District is authorized to proceed to have the defects repaired and made good at the expense of contractor who shall pay the costs and charges therefore immediately on demand. In the event the defective condition giving rise to repairs pursuant to this warranty endangers persons or property, or otherwise substantially interferes with District's ability to conduct its business or provide services for which the District is responsible, District may immediately make repairs after reasonable attempts to notify Contractor and Contractor shall pay the costs and charges of said repairs immediately upon demand. Early occupancy by District or early use of a guaranteed item or system by District, Contractor, subcontractor, or any other person or agency shall not modify the period of guarantee which shall commence as set forth above.

END OF SECTION

SECTION 00800 - SUPPLEMENTARY CONDITIONS

SECTION 1 – DIVISION OF THE STATE ARCHITECT (DSA)

1.1 NOTICE OF START OF CONSTRUCTION

The Architect shall give the Division of the State Architect (DSA) written notification before construction has started. As soon as the Contract is let, the Architect shall furnish to the Division of the State Architect Form DSA-102, in duplicate, as outlined in **Section 4-331, Title 24, Part 1, C.C.R.**

1.2 SUPERVISION BY THE DIVISION OF THE STATE ARCHITECT

During construction, reconstruction, repair, alteration of, or addition to any school building, the Division of the State Architect, as provided by the act, shall make such inspection as in its judgment is necessary or proper for enforcement of the act and the protection of the safety of the pupils, the teachers and the public. If at any time as the work progresses, prior to the issuance of the final approval, it shall be found that modifications or changes are necessary to secure safety, orders shall be issued by the Division of the State Architect for such modifications or changes as outlined in **Section 4-334, Title 24, Part 1, C.C.R.**

1.3 VERIFIED REPORTS

The Architect, the registered engineers delegated responsible for a portion of the work, the Project Inspectors on the project and the Contractor shall make a duly verified report to the Division of the State Architect as outlined in **Section 4-336 and Section 4-343(c), Title 24, Part 1, C.C.R.**

1.4 DUTIES OF THE ARCHITECT, STRUCTURAL ENGINEER OR PROFESSIONAL ENGINEER

The duties of the Architect, Structural Engineer, or Professional Engineer shall be according to **Section 4-333(a) and 4-341, Title 24, Part 1, C.C.R.**

1.5 OBSERVATION AND INSPECTION OF CONSTRUCTION

Observation of construction by the Architect or Registered Engineer shall be according to Section 4-333(a), Title 24, Part 1, C.C.R. The Architect shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for observation.

The Inspector, employed by the District, shall serve as Project Inspector for the District and subject to the provisions of Title 24, Part 1, C.C.R. His/her authority, rights and duties shall be as outlined in said Title 24, Part 1, Section 4-333(b) and 4-342, Title 24, Part 1, C.C.R. Continuous inspection of work per Section 4-342 of Title 24, Part 1, C.C.R.

All work shall be under inspection of said Project Inspector. He/she shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable facilities for obtaining such information as may be necessary to keep him/her 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. The Project Inspector or Architect shall have authority to stop work whenever provisions of Contract Documents are not being complied with and Contractor shall instruct his/her employees accordingly. The Project Inspector shall coordinate all testing required for this project.

Special inspections by Inspectors specially approved by the Division of the State Architect may be required on all masonry construction, glued laminated lumber, wood framing using timber connectors, ready-mixed concrete, gunite, pre-stressed concrete, important steel fabrication, high strength steel bolt installation, welding, pile driving, electrical and mechanical work. Special inspection approval and inspection requirements according to **Section 4-333 (cc) and section 4-3-342, Title 24, Part 1, C.C.R.**

SECTION 2 – DEFERRED APPROVAL ITEMS

2.1 REQUIREMENTS

Fabrication and installation of deferred approval item shall not be started until specifications and drawings are reviewed and approved by the Division of the State Architect.

The deferred approval item shop drawings must be received by the Architect not later than thirty (30) calendar days from the date of the Notice to Proceed by District to Contractor.

For deferred approval item shop drawings not received, or received incomplete, the monthly progress payment request for Month 2 of the Contract work shall not be processed until receipt by Architect of the deferred approval item shop drawings.

2.2 ALL DEFERRED APPROVAL ITEMS SHALL INCLUDE THE FOLLOWING:

- a. Cover sheet including name of project and deferred approval item.
- b. Name and address of project, A/E, DSA file and application numbers, index to drawings, signature of Engineer or Structural Engineer registered in the State of California responsible for this portion of the work and signature of the Architect in general responsible charge.
- c. On each drawing – Name of project, name and address of project A/E, DSA file and application numbers, identification number or title for each sheet of drawings, signature of Engineer or Structural Engineer registered in the State of California, and signature of Architect in general responsible charge.

SECTION 3 – REQUEST FOR INFORMATION (RFI'S)

3.1 GUIDELINES

In the event that the Contractor or subcontractors, at any tier, determines that some portion of the drawings, specifications or other Contract Documents requires clarification or interpretation by the Architect, the Contractor shall submit a Request for Information (RFI) in writing to the Architect. **RFI's may only be submitted by the Contractor on a form provided by the Architect (a copy of which is included in these Contract Documents).**

The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect. In the RFI, the Contractor shall set forth an interpretation or understanding of the Contract Documents requirement along with reasons why such an understanding was reached.

The Architect will review all RFI's to determine whether they are RFI's within the meaning of this term. If the Architect determines that the document does not meet the requirements of Paragraph 1 above, it will be return to the Contractor, un-reviewed as to content, for resubmittal on the proper form and in the proper manner.

Responses to RFI's will be issues within one (1) working day if the RFI is received by the Architect on Monday through Thursday. Two (2) working days if the RFI is received by the Architect on Friday, Saturday or Sunday, unless the Architect determines a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Architect, the Architect shall within five (5) working days of receipt of the request notify the Contractor of the anticipated response time. If the Contractor submits a RFI on an activity within five (5) working days or less of float on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request provided that the Architect responds within the five (5) working days set forth above. Responses from the Architect shall not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Documents, the Contractor shall immediately give written notice to the Architect stating that the Contractor considers the response to be a change order. Failure to give such notice immediately shall waive the Contractor's right to seek additional time or cost.

SECTION 4–NON-CONFORMING WORK (See Paragraph 1 & 1.1 of the General Conditions)

4.1 Non-Conforming Notice

A notice issued by the Architect documenting that the work or some portion thereof has not been performed in accordance with the requirements of the Contract Documents. Payment shall not be made on any portion of the work for which a Non-Conformance Notice has been issued and the work not corrected to the satisfaction of the District.

Upon receipt of a Non-Conformance Notice, the Contractor shall provide a written response to the Non-Conformance Notice within five (5) working days after receipt of the notice. The Contractor's response shall detail either (a) why they believe the work was performed in accordance with the Contract Documents, or (b) what corrective action they intend to take, at their sole expense, to correct the non-conforming work.

If the Contractor disputes issuance of the Notice, the Architect shall have five (5) working days in which to respond by either (a) withdrawing the Notice of Non-Conformance or (b) directing the Contractor to correct the work. Such determination by Architect shall be final and conclusive of the matter.

If directed to correct the work, the Contractor shall do so within five (5) working days after receipt of such direction from the Architect, or such other time as may be agreed to with the Architect.

The Project Inspector shall document the non-conforming work in his/her construction field reports and with photographs.

All non-conforming corrective work time and costs incurred by the District, Architect, Project Inspector, Consultants, Testing Agencies, etc. shall be included in a deductive change order.

SECTION 5 – TRAFFIC

5.1 GUIDELINES

The Contractor shall provide for ingress to and egress from all private property adjacent to the work and for through traffic unless otherwise provided within the Contract Documents.

Except as otherwise provided, the Contractor shall maintain at all times, a portion of the traveled way in suitable shape for traffic. The Contractor shall furnish mechanical aid for any and all vehicles which need such aid because of the condition of said traveled way. In general, a portion of the traveled way shall be kept suitable for traffic so that no mechanical aid is necessary, and so that vehicles can travel at near normal speed without difficulty or discomfort to the occupants.

SECTION 6 – SCHOOL SITE

6.1 GUIDELINES

The following are Contractor and subcontractor (collective —**site employees**) school property (**site**) guidelines and regulations. Site employees include all personnel of the Contractor, subcontractor and suppliers entering and/or working on the school property. Violation of any of the items listed below may result in immediate removal and permanent dismissal from the site. Note that Item g. below will result in automatic and permanent dismissal.

- a. The District will designate all staging area locations at the Preconstruction Meeting and prior to mobilization of the site
- b. All deliveries of supplies, materials and equipment must be made in accordance with the time period obtained in writing from the District.
- c. Parking areas for site employees will be as designated by the District.

- d. The District and the Contractor shall agree to a date, time and location for project meetings and site walkthrough. Refer all to the General Requirements, Section, Project, Meetings.
- e. Site employees may not wear clothing with logos that portray: gang, alcohol, drugs or anything deemed inappropriate for the presence of minors. Regardless of warm temperatures, site employees may not go shirtless.
- f. At no time shall the use of the following be allowed on the school site: smoking or use of other tobacco products; alcohol; illegal drugs or intoxication from said use; AM/FM cassette/CD radios, recorders, players or other devices not required to do the specified work; dogs or other animals.
- g. Inappropriate language is prohibited. Inappropriate language is profane or vulgar language that is inappropriate if it were spoken by employees of the District on school property.
- h. Student toilets cannot be utilized by any site employees at any time. Violation will result in automatic and permanent removal from the school property.
- i. The Contractor and subcontractors are not to take direction from the school staff (principal/teachers/custodian, etc.). All direction comes through the Architect. In the event of an emergency, site employers are to immediately notify the school staff contact person designated by the District.
- j. The Contractor shall at all times enforce strict discipline and good order among site employees and shall not employ on the project any unfit or unskilled person in the task assigned.
- k. The Contractor shall employ a full-time Project Superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The name and resume of the Project Superintendent shall be provided prior to execution of the Contract. Refer also to Instruction to Bidders and General Conditions of the Contract Documents for further details and requirements for onsite Project Superintendent/supervision.

SECTION 7 – CONTRACT DOCUMENTS

7.1 CONTRACT DOCUMENTS FURNISHED BY ARCHITECT

The Contractor shall be furnished within one (1) reproducible set of Contract Documents with posted addenda. This set shall be used for As Built Record Drawings per the General Requirements, Section -1720, Project Record Documentation and for reproduction for construction and dissemination to all subcontractors at the expense of the Contractor.

SECTION 8 – ID BADGES/SECURITY

8.1 NAME TAGS (See also Instruction to Bidders and Sections 00895 and 00896)

Each and every contractor, employee, subcontractor delivery person and/or guest on the school site, must wear a clearly visible ID badge acceptable to the District.

8.2 SITE EQUIPMENT/SECURITY

All owner telephone data, fire alarm, intercom, bell, and security systems shall remain operational at all times during the course of work under this Contract. The Contractor/s all be responsible for any temporary utilities, any costs deemed be necessary to maintain these systems.

END OF SECTION

SECTION 00804 – SCALE OF WAGES

The prevailing rates so determined are as published by the Director of Industrial Relations.

It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than the specified rates to all workmen, laborers, mechanics (or any craft used and not included), employed by them in the execution of this Contract, all in accordance with the provisions of Section 1770-1776, inclusive, of the Labor Code, or published last by the Director of Industrial Relations.

END OF SECTION

TWIN RIVERS UNIFIED SCHOOL DISTRICT
Request for Information

No. _____

SECTION 00805 - REQUEST FOR INFORMATION

Project Name: _____ Project # _____
Project Address: _____ Tel: _____ Fax: _____

RFI #: _____ Date Created: _____

| To Company | Attention | Author Company | Authored By |
|------------|-----------|----------------|-------------|
|------------|-----------|----------------|-------------|

| Subject | Discipline | Category |
|---------|------------|----------|
|---------|------------|----------|

| Question | Date Required: |
|----------|----------------|
|----------|----------------|

Proposed Resolution

| Answer | Date Answered: |
|--------|----------------|
|--------|----------------|

| Cost Impact | Amount | Sched Impact | Days | Dwg Impact |
|-------------|--------|--------------|------|------------|
|-------------|--------|--------------|------|------------|

| Cost Impact Comments | Sched Impact Comments | Dwg Impact Comments |
|----------------------|-----------------------|---------------------|
|----------------------|-----------------------|---------------------|

**SECTION 00810 - DISABLED VETERAN BUSINESS ENTERPRISE REQUIREMENTS
PART 1 GENERAL**

1.01 CONTRACTOR RESPONSIBILITIES:

Contractor shall make every effort to solicit DVBE subcontractors and or suppliers and try to meet the following DVBE Requirements.

1. DVBE REQUIREMENTS:

A. DVBE Policy

1. Definitions:

The term "Disabled Veteran Business Enterprise" (DVBE) means a business concern that is certified as a DVBE by the Office of Small and Minority Business (OSMB).

The term "Contract" or "Agreement" means an agreement awarded by District.

The term "bidder" means any person or persons, firm, partnership, corporation, or combination thereof making an offer, a Bid, or submitting a response to a solicitation competitively or non-competitively, with the intent of forming a contract with District.

The term "participation goal" or "goal" means a numerically expressed DVBE objective that bidders are required to make efforts to achieve in accordance with section 17076.11 of the Education Code.

2. DVBE Goals:

In accordance with Education Code section 17076.11, District has a participation goal for DVBEs of at least three percent (3%) per year. This goal applies to the overall dollar amount expended for construction or modernization of District facilities. Prior to, and as a condition precedent for, final payment under any contract, Contractor shall provide appropriate documentation to District identifying the amount paid to DVBEs in conjunction with the Contract, so that the District can assess its success at meeting this goal.

In order for any sole proprietorship, partnership, corporation or other enterprise to obtain certification or to be counted toward meeting the DVBE contract goals, such business concern must possess current and valid certification as a DVBE through the OSMB.

B. Substitutions

If awarded the Contract(s), the successful bidder must use any DVBE subcontractor and/or supplier proposed in its bid unless the successful bidder requests permission from District to substitute another firm in place of the listed DVBE. If the listing is governed by Public Contract Code section 4100, et. seq., any requested substitution must comply with those sections. If the listing is not governed by Public Contract Code section 4100, et. seq., a request for substitution must include:

1. A written explanation of the reason for the substitution;
2. The identity of the person or firm substituted; and
3. Satisfactory evidence that the DVBE contract participation certified in the original bid/Bid will still be met after the substitution, or an acceptable explanation of why an exception should be made.

District's approval or disapproval of the substitution is not to be construed as an excuse for non-compliance with any other provision of law including, but not limited to, the Subletting and Subcontracting Fair Practices Act or any other Contract requirements relating to substitution of subcontractors.

FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED BY THE SUCCESSFUL BIDDER MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES UNDER THE CONTRACT.

3. DVBE CERTIFICATION

A DVBE cannot self-certify. An OSMB letter must be attached to the Contractor's Certification of Disabled Veteran Business Enterprise Participation form for each DVBE participating in the Contract. The DVBE letter is obtained by application through the OSMB and shall be provided along with the signed Contract.

4. CONTRACT AUDITS

Contractor shall include in its schedule of values an identification of any line item that is being performed, in whole or in part, by a DVBE. Each month, and at the final application for payment, Contractor shall indicate the value of DVBE participation in dollars for the Project. This information will be used by District to report DVBE participation to the State.

Contractor agrees that District, State or District has the right to review, obtain, and copy all records pertaining to performance of the Contract. Contractor agrees to provide District or the State with access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor shall maintain records relating to DVBE participation for a period of at least three (3) years after final payment under the Contract.

END OF SECTION

SECTION 00820 - ACKNOWLEDGMENT OF CHILD SUPPORT COMPLIANCE

In accordance with the provisions of Section 7110 of the Public Contract Code, every contractor is required to fully comply with all applicable state and federal laws relating to child and family support enforcement.

Each contractor to whom a public works contract in excess of one hundred thousand dollars (\$100,000.00) is awarded is required to sign and file with the awarding body the following acknowledgment prior to performing the work of the Contract.

I am aware of the provisions of Section 7110 of the Public Contract Code which require every employer to fully comply with the earnings assignment orders of all employees and provide the names of all new employees to the New Hire Registry maintained by the Employment Development Department. I have complied with such provisions and will continue to comply during the performance of the work on this Contract.

By: _____
Name: _____
Title: _____
Date: _____

END OF SECTION

SECTION 00830 - NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company],
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].

Signature of Bidder: _____

END OF SECTION

SECTION 00840 - SUBCONTRACTOR LIST

In accordance with Public Contract Code Section 4104 any person making a bid or offer to perform work on a public project shall in his/her bid or offer set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the work or a subcontractor licensed by the State of California, who under contract to the prime contractor specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half (1/2) of one (1%) percent of the total bid and the portion of the work which will be done by each subcontractor. A bidder shall list only one subcontractor for each portion of work as defined by the bidder in his/her bid.

Failure to specify a subcontractor, or specifying more than one subcontractor for the same portion of work in excess of one-half (1/2) of one (1%) percent of the total bid shall constitute the bidder's Agreement that he/she is fully qualified to perform that portion of work himself/herself and the bidder shall perform that portion of work himself/herself.

Circumvention of the subcontractor listing requirement, or substitution of subcontractors after award of a Contract shall subject the successful bidder/contractor to penalties and by submission of its bid, bidder/contractor agrees that unauthorized substitution shall constitute a material breach of contract. Substitution of subcontractors in place of subcontractors listed in the original bid shall not be made except with the express written consent of the District and in accordance with Public Contract Code Section 4107.

The following is my **complete** list of subcontractors and suppliers proposed for various portions/branches of work and I certify that I have listed **all subcontractors and suppliers** whose work amounts to one-half (1/2) of one (1%) percent or more of the total bid and for any portion/branch of work for which I have not listed a subcontractor and/or supplier, I certify that I am fully qualified to perform that portion of work and that I/we will perform that portion of work myself/ourselves.

| Work to be done by Subcontractor | Subcontractor | Location of Business | CSLB Contractor License No. | DIR Registration Number | % of the Work |
|----------------------------------|---------------|----------------------|-----------------------------|-------------------------|---------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SIGNATURE: _____
Bidder/Prime Contractor

DATED: _____

SECTION 00850 - CONTRACTOR/SUBCONTRACTOR PRE-QUALIFICATION OR STATEMENT OF EXPERIENCE

REQUIRED TO BE SUBMITTED WITH BID

REFERENCE: STATEMENT OF EXPERIENCE (General Contractors and Subcontractors)

The Twin Rivers Unified School District is requiring, as part of bid requirements for the **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT** that each bidder submit a statement of experience form concurrently with its bid. The purpose of this statement is to assist the District in verifying the responsibility of each bidder as it relates to anticipated performance on the proposed project. Failure to submit the statement and the accompanying affidavit shall render a bid non-responsive. Furthermore, District is requiring Bidders to complete the statement of experience form for all proposed subcontractors. A bidder who is notified that he/she/it is the apparent low-bidder must, within forty-eight (48) hours of being notified by the District that he/she/it is the apparent low bidder, submit the statement of experience form(s) for all listed subcontractors. The purpose of these statements are to assist the District in verifying the responsibility of each subcontractor as it relates to anticipated performance on the proposed project. Failure to submit the statement and the accompanying affidavit shall render a bid non-responsive.

Note: If your company has been Pre-qualified by the District as either a General or Specialty Subcontractor, you must include with your bid submission a copy of the Prequalification Letter sent to you by the District in place of the Statement of Experience.

Bidders may be disqualified based on a finding of non-responsibility. Various causes **may**, result in a finding of non-responsibility, including but not limited to:

1. More than one proposal for the same work from an individual, partnership, or corporation.
2. Evidence of collusion among bidders.
3. The contractor has, within the last two years, been assessed liquidated damages for any project because of violation of the terms of the contract.
4. The contractor has been declared to be in default on any recent Public Works or Private Sector project.
5. Willfully or knowingly failing, where required, to pay prevailing wages and benefits or other state and/or federal required taxes or contributions.
6. Current litigation, complaint, or investigation by any public agency or owner relative to prior contracts.
7. Outstanding judgments, demands, or liens resulting from violating the State Labor Code, Civil or Criminal Codes.
8. Unsatisfactory performance record as shown by past work for any public agency, judged from the standpoint of workmanship and progress.
9. Prior commitments, obligations, litigation, fines or penalties, which in the judgment of the District, might hinder or prevent the prompt completion of the work.
10. An improper contractor's license from the California State License Board, a suspended or revoked contractor's license or bond for that license.
11. Failure to pay or satisfactorily settle all bills due for labor or materials on former public agency construction contracts.
12. Failure to comply with any qualification requirement of the District.
13. Failure to provide the Contractor's Statement of Experience.
14. Failure to provide the affidavit.
15. Designation of a subcontractor, determined, by the District to be non-responsible based on the criteria set forth herein, or determined to be otherwise not qualified to perform his/her/its designated portion of the subject project.

Procedure Upon Finding of Non-Responsibility:

In the event a bidder is found to be non-responsible, that bidder shall be notified of the reasons for the determination not less than five (5) days prior to the award of the bid and shall be allowed to respond either orally or in writing. Any response by bidder to a finding of non-responsibility shall be reviewed by a three member panel consisting of any three of the following individuals, the District's facility planner, the District's construction manager, the Assistant Superintendent, a District construction technician, District legal counsel, District Superintendent or any other designee appointed by the District Superintendent. The review panel shall convene at a time and date that will permit the disqualified bidder to respond prior to the award of the bid.

Attachments:

- General Contractor Statement of Experience Form
- Affidavit for General Contractor Statement of Experience Form
- Subcontractor Statement of Experience Form
- Affidavit for Subcontractor Statement of Experience Form

[END OF SECTION](#)

**GENERAL CONTRACTOR
STATEMENT OF EXPERIENCE**

(If additional space is required for your response, please use the attached continuation page)

Instructions: Please fill out the information below. This Questionnaire must be approved by the Board. The District therefore may request modified or supplemental information at the Board's direction. This Questionnaire should be returned to the District's Construction Manager at the following address:

Twin Rivers Unified School District

3222 Winona Way, Ste., 201

North Highlands, CA 95660

Firm Name: _____

Type(s) of construction work: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

Current CSCLB License Number(s): _____

Owners of Company _____

SURETY INFORMATION

Please note, the Twin Rivers Unified School District may not require subcontractor bonds for a specific project.

Name of Surety _____

Address of Surety _____

Email Address _____

Telephone Number _____

CONTRACTOR EXPERIENCE

(up to 19 additional points)

On a separate sheet of paper identify and describe your six (6) most recently completed public works projects and the three (3) largest projects within the last three (3) years. The description should include the date and address of the project, owner name, owner contact name and number, type of project and project budget. For each project, list the contract start date and contract completion date, and the actual start date and actual completion date. ***Subcontractors only***, please also include the contact person and address of the general contractor for the project.

On a separate sheet of paper identify and describe three (3) public K-12 projects you have completed with a contract value more than \$_____. For each project, list the contract start date and contract completion date, and the actual start date and actual completion date.

Please note that experience in public contracts may lead to a substantially higher score.

ATTACHMENTS

Please attach the following documents to this Questionnaire:

1. Your company's latest audited or reviewed financial statement. Alternatively, you may state your company's gross revenues for the last three years:

2022 \$_____

2021 \$_____

2020 \$_____

2. In cases where this Pre-Qualification Questionnaire is submitted for a specific project, please submit a notarized statement from your surety, confirming that your bonding capacity is sufficient to perform work up to \$_____.

QUESTIONNAIRE

A minimum score of 75 is required for pre-qualification.

A. Introductory Questions:

Rating (0 to 24 with 24 being the maximum number of points)

1. Do you have a current and active California Contractor's license in good standing?
 Yes No

If "no", explain: _____

A "no" will result in automatic disqualification.

2. Do you have a liability insurance policy of at least \$1,000,000 per occurrence and \$2,000,000 aggregate?
 Yes No

If "no", explain: _____

3. Do you currently have a Workers Compensation insurance policy or are legally self-insured?
 Yes No

If "yes", explain: _____

4. Has your license been revoked in the last five (5) years? Yes No

If "yes", explain: _____

A "yes" answer may lead to automatic disqualification.

5. Has a surety been required to finish your work on a Project? Yes No

If "yes", explain: _____

A "yes" answer may lead to automatic disqualification.

5. Are you currently ineligible to bid on a public works contract because of Labor Code violations?
 Yes No

If "yes", explain: _____

7. In the last five years has your company owner(s) or officer(s) been convicted of a crime involving a public contract? Yes No

If "yes", explain: _____

A "yes" answer may lead to automatic disqualification.

8. In the past five (5) years has any of the company's officers, owners or partners been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
 Yes No

If "yes", explain: _____

9. In the past five (5) years has your company been debarred from participating in a Public Contract project?
 Yes No

If "yes", explain: _____

A "yes" answer may lead to automatic disqualification.

B. Corporate History and Organization

Rating (0 to 21 with 21 being the maximum number of points)

1. Year and State of Incorporation _____

2. List all owners and officers of the company. (Owners are persons who own more than 10% of the stock or assets of the company.)

3. If the company is a subsidiary, parent, holding company of affiliate of another, please identify the related company.

4. Has your firm been in bankruptcy in the last five years? Yes No

If "yes", explain: _____

5. Has your company changed names or license numbers in the last five years? If so, list all names and licenses used.

6. Has any owner or officer operated a construction firm under another name?

Yes No

If "yes", explain: _____

7. Has any license held by your Responsible Managing Employee or Responsible Managing Officer been suspended within the last five years? Yes No

If "yes", explain: _____

C. Dispute History

Rating (0 to 15 with 15 being the maximum number of points)

1. If your company has been assessed liquidated damages in the last five years, please describe the circumstances.

2. In the past five years, have you ever been prevented from bidding on a public project by action from a public entity, including a finding of non-responsibility? ____ Yes ____ No

If "yes", explain: _____

3. In the past five years, has a claim in arbitration or a lawsuit been filed against you for work on a project? ____ Yes ____ No

If "yes", and for each instance, identify the owner, describe the project and describe the dispute.

4. In the past five (5) years, have you filed a claim in arbitration or a lawsuit against an owner or an owner representative? If the answer is "yes", and for each instance, identify the owner, describe the project and the nature of the dispute. ____ Yes ____ No

If "yes", and for each instance, identify the owner, describe the project and describe the dispute.

5. In the past five (5) years has the surety made any payments on your behalf as the result of a default or claims made against you? ____ Yes ____ No

If "yes", please provide the name and telephone number of the claimant, and the amount paid to satisfy the claim.

D. OSHA and Workers' Compensation

Rating (0 to 12 with 12 being the maximum number of points)

1. In the past five years has California OSHA or Federal OSHA assessed penalties against your firm for any serious, willful or repeat violations? ____ Yes ____ No

If the answer is "yes", describe the project, the nature of the violation and the amount of the fine paid.

2. In the past five years has the EPA or the Air Quality Management District assessed fines against your company? ____ Yes ____ No

If the answer is "yes", describe the circumstances.

3. In the last five (5) years has your company ever been without workers' compensation or a valid self-insurance program? ____ Yes ____ No

If the answer is "yes", describe the circumstances.

4. List your company's Experience Modification Rate (EMR) rate for the last three years:

2022: _____

2021: _____

2020: _____

E. Prevailing Wage and Apprenticeship Compliance Record

Rating (0 to 9 with 9 being the maximum number of points)

1. Has there been more than one instance in the past five (5) years in which your firm was required to pay either back wages or penalties for failure to comply with State or Federal prevailing wage law? ____ Yes ____ No

If the answer is "yes", describe the circumstances.

2. Provide the name, address, and telephone number of the apprenticeship council from which you intended to request the dispatch of apprentices to your company for use on a public work project for which you are awarded a contract.

3. If your company operates its own State approved apprenticeship program, please provide the following: (i) the crafts involved in your program; (ii) the number of persons who enrolled; and (iii) the number of persons by trade who completed the program.

DECLARATION

I, _____(printed name) hereby declare that I am the _____(title) of _____(name of bidder) submitting this Prequalification statement; that I am duly authorized to execute this Prequalification Statement on behalf of the above-named company; and that all information set forth in this Prequalification Statement and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date. I acknowledge that any false statements, inaccuracies or failure to disclose are grounds for disqualification.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was Subscribed at _____, (location and city), County of _____, State of _____, on _____ (date).

(Signature)

(If signed by other than the sole proprietor, a general partners, or corporate officer, attach original notarized power of attorney or corporate resolution.)

All information submitted for prequalification evaluation will be considered official information acquired in confidence and the District will maintain its confidentiality to the extent permitted by law.

00596-00005/572714.1

END OF SECTION

**SUBCONTRACTOR
STATEMENT OF EXPERIENCE**

(If additional space is required for your response, please use the attached continuation page)

Instructions: Please fill out the information below. This Questionnaire must be approved by the Board. The District may therefore request modified or supplemental information at the Board's direction. This questionnaire should be returned to the District's Construction Manager at the following address:

Twin Rivers Unified School District

3222 Winona Way, Ste., 201

North Highlands, CA 95660

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

License Number: _____

Owners of Company _____

SURETY INFORMATION

The Twin Rivers Unified School District may not require subcontractor bonds for a specific project.

Name of Surety _____

Address of Surety _____

Email Address _____

Telephone Number _____

If your firm has paid more than one percent (1%), for a bond in the last five years, state the percentage you were required to pay and any surrounding circumstances.

SUBCONTRACTOR EXPERIENCE

On a separate sheet of paper identify and describe your six (6) most recently completed public works projects and the three (3) largest private projects within the last three (3) years. The description should include the date and address of the project, owner name, owner contact name and number, type of project, project budget, and name, as well as the contact person and address of the general contractor for the project.

(up to 14 points)

On a separate sheet of paper identify and describe three (3) public K-12 projects you have completed with a contract value more than \$ _____. ***(up to 5 points)***

ATTACHMENTS

Please attach the following documents to this Questionnaire:

1. Your company's latest audited financial statement. Alternatively, you may state your Company's gross revenues for the last three years:

2022 \$ _____

2021 \$ _____

2020 \$ _____

2. In cases where this Pre-Qualification Questionnaire is submitted for a specific project and where you are requested to provide a bond, please submit a notarized statement from your surety, confirming that your bonding capacity is sufficient to perform the Project.

QUESTIONNAIRE

A. Introductory Questions:

Rating (0 to 24 with 24 being the maximum number of points)

1. Do you have a current license? Yes No

If "no", explain: _____

2. Do you have a liability insurance policy of at least \$1,000,000 per occurrence and \$2,000,000 aggregate?
 Yes No

If "no", explain: _____

3. Do you currently have a Workers Compensation insurance policy or are legally self-insured?

Yes No

If "yes", explain: _____

4. Has your license been revoked in the last five (5) years? Yes No

If "yes", explain: _____

5. Has a surety been required to finish your work on a Project? Yes No

If "yes", explain: _____

6. Are you currently ineligible to bid on a public works contract because of Labor Code violations? Yes No

If "yes", explain: _____

7. In the last five years has your company owner(s) or officer(s) been convicted of a crime involving a public contract?
 Yes No

If "yes", explain: _____

8. In the past five (5) years has any of the company's officers, owners or partners been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
 Yes No

If "yes", explain: _____

B. Corporate History and Organization

Rating (0 to 21 with 21 being the maximum number of points)

1. Year and State of Incorporation _____

2. List all owners and officers of the company. (Owners are persons who own more than 10% of the stock or assets of the company.)

3. If the company is a subsidiary, parent, holding company of affiliate of another, please identify the related company.

For the following questions, if the answer is "yes", please explain.

4. Has your firm been in bankruptcy in the last five years? Yes No

If "yes", explain: _____

5. Has your company changed names or license numbers in the last five years, list all names and licenses used.

6. Has any owner or officer operated a construction firm under another name?

Yes No

If "yes", explain: _____

7. Has any license held by your Responsible Managing Employee or Responsible Managing Officer been suspended within the last five years? Yes No

If "yes", explain: _____

C. Dispute History

Rating (0 to 15 with 15 being the maximum number of points)

1. If your company has been assessed liquidated damages in the last five years, please describe the circumstances.

2. In the past five years, have you ever been prevented from bidding on a public project by action from a public entity, including a finding of non-responsibility? Yes No

If "yes", explain: _____

3. In the past five years, has a claim in arbitration or a lawsuit been filed against you for work on a project?

____ Yes ____ No

If "yes", and for each instance, identify the owner, describe the project and describe the dispute.

4. In the past five (5) years, have you filed a claim in arbitration or a lawsuit against an owner or an owner representative? If the answer is "yes", and for each instance, identify the owner, describe the project and the nature of the dispute. ____ Yes ____ No

If "yes", and for each instance, identify the owner, describe the project and describe the dispute.

5. In the past five (5) years has the surety made any payments on your behalf as the result of a default or claims made against you? ____ Yes ____ No

If "yes", please provide the name and telephone number of the claimant, and the amount paid to satisfy the claim.

D. OSHA and Workers Compensation

Rating (0 to 12 with 12 being the maximum number of points)

1. In the past five years has California OSHA or Federal OSHA assessed penalties against your firm for any serious, willful or repeat violations? ____ Yes ____ No

If the answer is "yes", describe the project, the nature of the violation and the amount of the fine paid.

2. In the past five years has the EPA or the Air Quality Management District assessed fines against your company? ____ Yes ____ No

If the answer is "yes", describe the circumstances.

3. In the last five (5) years has your company ever been without workers' compensation or a valid self-insurance program? ____ Yes ____ No

If the answer is "yes", describe the circumstances.

4. List your Company's Experience Modification Rate (EMR) rate for the last three years:

2022: _____
2021: _____
2020: _____

E. Prevailing Wage and Apprenticeship Compliance Record

Rating (0 to 9 with 9 being the maximum number of points)

1. Has there been more than one instance in the past five (5) years in which your firm was required to pay either back wages or penalties for failure to comply with State or Federal prevailing wage law? ____ Yes ____ No

If the answer is "yes", describe the circumstances.

2. Provide the name, address, and telephone number of the apprenticeship council from which you intended to request the dispatch of apprentices to your company for use on a public work project for which you are awarded a contract.

3. If your company operates its own State approved apprenticeship program, please provide the following: (i) the crafts involved in your program; (ii) the number of persons who enrolled; and (iii) the number of persons by trade who completed the program.

END OF SECTION

SECTION 00860 - ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between Twin Rivers Unified School District, 3222 Winona Way, Suite 201, North Highlands, California 95660 hereinafter called "District", and whose address is _____ hereinafter called "Contractor", and _____, whose address is _____ hereinafter called "Escrow Agent". This Agreement relates to the Twin Rivers Unified School District Project commonly referred to as the _____ Project.

For the consideration hereinafter set forth, the District, 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 District pursuant to the Construction Contract entered into between the District and Contractor for the _____ Project in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District 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 Contract between the District and Contractor. Securities shall be held in the name of the Twin Rivers Unified School District and shall designate the Contractor as the beneficial owner.
- (2) The District shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them in benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District 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 District. These expenses and payment terms shall be determined by the District, 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 District.
- (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 District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The District shall have the right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
- (8) Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, 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 payments of fees and charges.

- (9) Escrow Agent shall rely on the written notifications from the District and the Contractor pursuant to Sections (4) to (6) inclusive, of this agreement and the District 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 the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Twin Rivers Unified

School On behalf of Contractor: District Owner

Title : _____,

Title: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Attn: Facilities Department

3222 Winona Way, Suite, 201
North Highlands, CA 95660

Address

Address: _____

On behalf of Escrow Agent:

Title: _____

Name: _____

Signature: _____

Address: _____

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

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

Twin Rivers Unified School District

Contractor

Title: _____

Title: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

**SECTION 00870 - CONTRACTOR'S GUARANTEE TO TWIN RIVERS UNIFIED
SCHOOL DISTRICT**

The undersigned, hereby guarantees that the workmanship and materials used and installed in the **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT** have been provided and installed in accordance with the drawings, specifications and project manual and that the work as installed fulfills requirements of warranties contained within the project manual, and is suitable for its intended purpose. The undersigned hereby guarantees, and agrees to repair or replace all workmanship and material, for a period of **two (2) year(s)** from the date of acceptance of the work by the District (excepting special or extended guarantees as noted in the Contract Documents and honored as specified therein) and the undersigned shall repair and/ or replace all material or workmanship together with any other work which may be damaged in so doing that is or becomes defective during the period of said guarantee without expense whatsoever to District. For purposes of this guarantee the date of acceptance shall be the date of the resolution of the governing body of the District accepting work, excepting work which is incomplete upon date of said resolution and then the date of acceptance shall be the date of final payment under the original Contract. In the event the undersigned and/or its surety fails to comply with the requirements of this guarantee within seven (7) days after being notified in writing, of a defective condition, District may proceed to have the defects repaired and made good at the expense of the undersigned who shall pay the costs and charges therefore immediately upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

In the event the defective condition giving rise to repair/replacement pursuant to this guarantee endangers persons or property, or otherwise substantially interferes with District's ability to conduct its business or provide services for which the District is responsible, District may immediately make repairs after reasonable attempts to notify the undersigned and the undersigned and/or its surety shall pay the costs and charges of said repairs immediately upon demand. Early occupancy by District or early use of a guaranteed item or system by District, Contractor, subcontractor, or any other person or agency shall not modify the period of guarantee which shall commence as set forth above.

In any litigation between the District and the undersigned and/or its surety regarding the interpretation of, or performance of obligations pursuant to this warranty, the prevailing party shall be entitled to costs of suit, including, reasonable attorney fees, court fees, expert fees and expenses of investigation and case preparation.

Signed

Date

Name

Title

Subcontracting Firm

License No.

Address

Countersigned

Date

Name

Title

General Contractor

License No.

Address

SECTION 00875 - CONTRACT CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final Inspection
- C. Closeout Submittals
- D. Final Cleaning
- E. Adjusting.
- F. Project record documents.
- G. Operation and maintenance data.
- H. Spare parts and maintenance Products.
- I. Warranties/Guarantees
- J. Maintenance Service

1.2 RELATED SECTIONS

- A. Section– Construction and Facilities and Temporary Controls.
- B. Section– Starting of Systems
- C. Section–Applications for Payment

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that:
 - 1. The Work or a designated portion thereof, is substantially complete in accordance with Contract Documents and ready for Substantial Completion Inspection.
 - 2. A comprehensive list of work which is incomplete or in need of correction.
- B. Within a reasonable time after receipt of this certification, District and Architect will perform an inspection. Incremental review will not be performed.
- C. If District or Architect determines that the Work is not substantially complete:
 - 1. District will promptly notify Contractor in writing, setting forth reasons for the determination.
 - 2. Contractor shall correct or complete deficiencies in the Work and send a second written certification as above.
 - 3. District and Architect will perform a subsequent review as above.
- D. Coordinate corrective work under provisions of Sections 01311 and 01312 – Coordination and Meetings.
- E. Upon District's determination that the Work is substantially complete, Architect will review the project and recommend acceptance to the District.

1.4 FINAL INSPECTION

- A. When Contractor believes the Work, including the punch list, is complete, it shall submit written certification that:
 - 1. Contract Documents have been reviewed;
 - 2. Work has been inspected by the Project Inspector;
 - 3. Work, or a designated portion thereof, including punch list work, is complete in accordance with Contract Documents;
 - 4. Systems and equipment have been commissioned and tested in the presence of the District; and,
 - 5. Work is ready for Final Inspection.

- B. Within a reasonable time after receipt of this certification, District and Architect will perform a review to verify the status of the Work.
 - C. If Architect and District determine that the Work is not complete, or is defective or otherwise in need of correction:
 - 1. District will promptly notify Contractor in writing, setting forth reasons for the determination and listing the deficient work.
 - 2. Contractor shall immediately correct or complete deficiencies in the Work and send a second written certification that the Work is complete.
 - 3. Architect and District will perform a subsequent review as above.
 - 4. Additional review time by Architect and District due to incomplete corrections may be “back-charged” to Contractor.
- 1.5 CLOSEOUT SUBMITTALS (Place in Binders as discussed in detail below)
- A. Submit under provisions of Sections 01600 and 00670 – Submittals.
 - B. Submittals required by governing or other authorities.
 - C. Evidence of payment and release of liens under the provisions of Section 00676, 00677, 00678, 00679 and 01290 – Applications for Payment and CONSENT OF SURETY, or other form as directed by District/Architect. Signatures shall be notarized.
 - D. Certificates of Insurance for Products and completed operations.
 - E. Record Drawings: Revise and resubmit record drawings in accordance with Architect’s review. (e.g., As-built plans and specifications: one original and two copies)
 - F. Products, Materials & Equipment - Warranties/Guarantees. (Include in O & M Manual, three (3) copies, with original signatures)
 - G. Operations and Maintenance information and manuals. One original and two copies.
 - H. Contractor and Subcontractor – Guarantees. (Include in their own 3-ring binder, three (3) copies, with original signatures)
 - I. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and sum remaining due. Adjustments included:
 - 1. Approved Change Orders.
 - 2. Unit price calculations.
 - 3. Allowances.
 - 4. Liquidated Damages.
 - 5. Deductions for re-inspection.
 - 6. Deductions for deficient work uncorrected.
 - 7. Other adjustments.
 - 8. Approved payments.
 - 9. Contract Price as adjusted.
 - 10. Amount remaining due.
 - J. Original version of all permit cards, with final sign off by inspectors.
 - K. Test reports and certificates of compliance.
- 1.6 FINAL CLEANING
- A. Execute final cleaning prior to Substantial Completion review.
 - B. Clean interior and exterior glass, surfaces and materials exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste, surplus materials and rubbish from the Site.

1.7 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.8 PROJECT RECORD DOCUMENTS

- A. Maintain on-site one (1) set of the following record documents; record actual revisions to the Work:
 - 1. Drawings, including but not limited to civil, structural, architectural, electrical, plumbing, mechanical, landscape and auxiliary such as modular and/or portable buildings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by District.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including, as applicable to the Work:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract Drawings.
- G. Submit reproducible documents to District prior to final Application for Payment.
- H. Receipt and acceptance of all Closeout Documents and Project Record Documents by District is a precondition for Final Payment.

1.9 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in eight and one-half by eleven inch (8 1/2" x 11"), D-size, three-ring capacity binders, with durable plastic covers.
- B. Prepare binder cover with printed title: OPERATION AND MAINTENANCE INSTRUCTIONS; title of project; and, subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on white paper, in three (3) parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer/District, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for (special) finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - g. Receipts for spare parts, maintenance products and keys, attested by Construction Manager.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop Drawings and Product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Originals of Warranties and Bonds.
- E. Submit one (1) draft copy of completed volumes. This copy will be reviewed and returned with Architect and District comments. Revise content of all document sets as required prior to final submission.
- F. Submit original and two (2) sets of revised final volumes, within ten (10) days after final inspection.
- G. Receipt and acceptance of Operations and Maintenance Documents by the District is a precondition for Final Payment

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra Products in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed; obtain receipt prior to final payment.

1.11 WARRANTIES/GUARANTEES

- A. Submit guarantees per Section 00700, General Conditions, Article 33.
- B. Provide three duplicate copies, all with original signatures.
- C. Execute and assemble transferable products, materials and equipment, warranty documents from Subcontractors, suppliers, and manufacturers.

- D. Provide Table of Contents and assemble in three-ring binder with durable plastic cover. (Can be placed in O & M Binders)
- E. Submit prior to final Application for Payment.
- F. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.
- G. Contractor and subcontractor – Guarantees. (Include in their own three ring binder, three (3) duplicate copies, all with original signatures)

1.12 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections during the warranty period.
- B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the District.

END OF SECTION

THIS IS A REQUIRED FORM

SECTION 00890 - SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor, and I fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract.

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

SIGNATURE OF BIDDER

TYPED/PRINTEDNAME

END OF SECTION

SECTION 00895 - CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

A. CRIMINAL RECORDS CHECK OF CONTRACTOR'S EMPLOYEES REQUIRED

In accordance with criteria contained in California Education Code Section 45125.2, the Owner has determined that employees of the Contractor or its Subcontractors, who will be assigned to the Contract may have contact with District pupils. Contractor shall take one or more of the following measures in order to meet the requirements of the certification submitted with the Contractor's bid proposal and to protect all of the Owner's pupils from unsupervised contact with employees of Contractor or of its Subcontractors that have not had a criminal records check completed and the results provided to the employer before the commencement of Contract Work:

1. The Contractor shall comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' who may have contact with District pupils in the course of providing services pursuant to the Contract and the California Department of Justice shall have determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Before the commencement of any work on the Contract, a complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract shall have been provided to Owner, and/or
2. Pursuant to Education Code section 45125.2, Contractor shall have installed, prior to commencement of work, a physical barrier at the work site, which will limit contact between Contractor's or its Subcontractors' employees and District pupils at all times; and/or
3. Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony.

Unless Contractor has certified that it has met the alternative provisions set forth in Education Code, section 45125.2, Contractor shall not permit any of its employees or employees of Subcontractors to come in contact with pupils of the District until the Department of Justice has ascertained that the employee has not been convicted of a felony defined in California Education Code Section 45122.1. Contractor's responsibility for background clearance shall extend to all of its employees, subcontractors, and employees of Subcontractors coming into contact with District Pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Unless Contractor has certified that it has met the alternative provisions set forth in Education Code, section 45125.2 Contractor shall certify in writing to the Governing Board of the District, that none of its employees or subcontractor's employees, who may come in contact with pupils, have been convicted of a felony defined in California Education Code Section 45122.1, and Contractor shall provide a list of names of its employees, or the employees of its subcontractors, who may come in contact with pupils, to the District.

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION
(Construction Contractor)**

The undersigned does hereby certify to the governing board of the Twin Rivers Unified School District ("District") as follows:

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

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract (check all that apply):

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

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

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

Dated: _____

By: _____
CONTRACTOR

Title: _____

SECTION 00896 - DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge **at all times** while on District property.

The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site. **The General Contractor will also be responsible for enforcing use of the badges at all times.** Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.

The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.

All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.

Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).

Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

The District will require Fingerprints and TRUSD Badges to be worn by the following:

- Project Managers
- Superintendents
- Leads/Supervisors of all Trades

All others will be required to have Company Badges visible at all times.

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badged for the assigned location will be issued through the General Services office.



CONTRACTOR FINGERPRINTING

1. CONTRACTOR – Please complete the Contractor Application form for all **Project Managers, Superintendents, Foremen and Sub-Foremen**, and forward for Administrator signature by email to: **Facilities Dept.:** Rikk.Keomanivong@trusd.net, **General Services Dept. with copy to** Elizabeth.Villagomez@trusd.net.
2. FACILITIES, MAINTENANCE AND OPERATIONS – Obtain Administrator signature and return the signed form to the Contractor by email.
3. CONTRACTOR –
 - 1) Please call TRUSD Human Resources Department at **(916) 566-1600, Marisela Flores X32112** to schedule an appointment for live scan/fingerprinting. Fingerprinting/live scans are completed daily on Monday to Friday, on an appointment-only basis.
 - 2) Please bring the following to the TRUSD District Office at the time of your appointment:
 - a) Signed and completed Application form with the **exact amount of cash payment or company check only (\$67)**.
 - b) Current California Driver's License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
 - c) Social Security Number – required for fingerprinting.
 - 3) Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Human Resources staff. A receipt will be issued to you.
 - a) **\$67 – Federal Bureau of Investigation (FBI) and (DOJ)** background checks – for applicants who have lived outside of California for any period of time in the past seven (7) years.
 - 4) If there are no appointment slots immediately available, or if Contractor prefers to have fingerprinting done outside of TRUSD, Contractor must pick up a listing of outside live scan/fingerprinting locations from Marisela.

RESULTS will be returned from the DOJ in a few days, weeks or months. The turn-around time for results cannot be determined or controlled by the District. You will be notified when Facilities or Maintenance and Operations Dept. receives your clearance from HR for badge issuance. **DOJ clearance is valid until recalled by TRUSD Human Resources.**

TRUSD Human Resources is located at:
TWIN RIVERS UNIFIED SCHOOL DISTRICT
District Office
McClellan Business Park
5115 Dudley Blvd.
McClellan, CA 95652

Mailing Address is:
TWIN RIVERS UNIFIED SCHOOL DISTRICT
3222 Winona Way, Suite 201
North Highlands, CA 95660

Live scan/fingerprinting is required so that TRUSD may request a criminal background check from the Department of Justice (DOJ) and/or Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.



Contractor Application

As part of the contractor process you are required to undergo a criminal background investigation.

Personal Information

| | | | |
|--|--------------------------------------|----------------|---------------|
| Last Name | First Name | Middle Initial | Date of Birth |
| Address | City | State | Zip Code |
| Work Phone | Other Phone <i>(please identify)</i> | | E-Mail |
| In Case of Emergency Notify: | | | Phone Number |
| <u>PLEASE MAKE SURE YOU ANSWER THE FOLLOWING QUESTION:</u> | | | |
| Have you ever pled guilty or "no contest" to, or been convicted of a misdemeanor or felony? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| NOTE: If you answered yes, please fully explain on an additional sheet. <input type="checkbox"/> <i>Copy of current Driver's License attached</i> | | | |

Contract Sites

Employer/Company: _____

Sites: _____

Length of Job: _____

Note: You are not authorized to work on any campus until the mandatory requirements have been fulfilled and you have been issued a District Contractor ID Badge.

I hereby certify that the information contained in this application form is true and correct to the best of my knowledge and agree to have any of these statements checked by the District, unless I have indicated to the contrary. Furthermore, I release all parties and persons from any and all liability for any damages that may result from furnishing such information to the District, as well as from the use or disclosure of such information by the District, or any of its agents, employees, or representatives. I understand that any misrepresentation, falsification, or material omission of information on this application may result in my failure to volunteer.

Signature of Contractor

Date

*Administrator (Please print & sign)

Date

In accordance with California Education Code §45125.1 a school may require an entity that has an existing contract with a school district to obtain a criminal history clearance, prohibits the District from allowing persons required to register as a sex offender under Penal Code §290 to serve in a volunteer capacity. Accordingly, the District will, before authorizing a person to work as a contractor, conduct an automated records check pursuant to Education Code §35021.1 and/or call the Department of Justice or the Sheriff's Office to inquire whether the individual is a registered sex offender pursuant to the process set forth in Penal Code §290.4.



**CONTRACTOR BADGE RECEIPT FORM
(INDIVIDUAL)**

I hereby acknowledge receipt of Twin Rivers Unified School District Temporary Identification Badge, Number: _____. I acknowledge the issued badge is the property of the Twin Rivers Unified School District and is intended for the sole purpose of identification of contractor personnel and/or visitors while working on or visiting the project. Contractor is **required** to issue a badge to each individual employee, representative or visitor prior to the person entering **any** Twin Rivers Unified School District property or facility. Each individual contractor employee, representative or visitor is **required** to wear the issued identification badge at all times while on District property. Badge holders will be subject to random ID verification by District Administration Project Managers. General Contractor is required to provide weekly updates, including all changes of Temporary Contractor Identification badge list (faxed Wednesday afternoon to the facilities office). ID badges shall be returned to the Twin Rivers Unified School District Facilities Planning upon Contract completion, expiration or termination. General Contractor and/or individual will be assessed Fifty Dollars (\$50.00) for each ID Badge not returned within thirty (30) days of completion, expiration or termination of the project. Contractor shall require each badge recipient to acknowledge and sign this Contractor Badge Receipt Form.

Failure to comply with this policy will result in immediate removal of construction personnel and/or visitors from all District property.

By: _____

Name: _____

DATE Title: _____

Company: _____



**CONTRACTOR BADGE RECEIPT FORM
(GENERAL CONTRACTOR)**

I hereby acknowledge receipt of Twin Rivers Unified School District Temporary Identification Badges, Number from: _____ to _____. I acknowledge the issued badges are the property of the Twin Rivers Unified School District and are intended for the sole purpose of identification of contractor personnel and/or visitors while working on or visiting the project. Contractor is **required** to issue a badge to each individual employee, representative or visitor prior to the person entering **any** Twin Rivers Unified School District property or facility. Each individual contractor employee, representative or visitor is **required** to wear the issued identification badge at all times while on District property. Badge holders will be subject to random ID verification by District Administration Project Managers. General Contractor is required to provide weekly updates, including all changes of Temporary Contractor Identification badge list (faxed Wednesday afternoon to the facilities office). ID badges shall be returned to the Twin Rivers Unified School District Facilities Planning upon Contract completion, expiration or termination. General Contractor will be assessed Fifty Dollars (\$50.00) for each ID Badge not returned within thirty (30) days of completion, expiration or termination of the project. Contractor shall require each badge recipient to acknowledge and return the Contractor Badge Receipt Form. **Failure to comply with this policy will result in immediate removal of construction personnel and/or visitors from all District property.**

By: _____

Name: _____

DATE Title: _____

Company: _____

END OF SECTION

SECTION 01005 - ADMINISTRATIVE PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Procedures for processing Change Orders
- B. Procedures for distribution of Shop Drawings
- C. Procedures for correspondence
- D. Procedures for Professional Inspector (PI)
- E. Supervision of on-site Personnel

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Agreement: Monetary values to be used in computing Change Orders
- B. General Conditions: Governing requirements for changes in the Work, in Contract Price and Contract Time
- C. Section 00670: Submittal Transmittal form
- D. Section 00680: Change Order form
- E. Section 00805: Request for Information form
- F. Section 00875: Contract Closeout Procedure - Project record documents.
- G. Section 01600: Product Requirements -options, substitutions, omissions & mis-description.

1.3 ADMINISTRATIVE REQUIREMENTS FOR CHANGES IN THE WORK

- A. Contract Requirements for Changes in the Work: Comply with provisions of the General Conditions of the Contract.
- B. Administrative Requirements for Changes in the Work: All changes to approved Drawings and Specifications shall be made by Change Order.
 - 1. Comply with administrative requirements specified in this Section preparation, submission, review and approval of changes in the Work.
 - 2. Administrative procedures are specified for Potential Change Orders and Change Orders.
 - 3. The District's Representative will prepare and issue a Proposed Change Order or a request for change order proposal which will be presented to the Contractor for action.
- C. Responsible Person for Contractor: Submit name of the individual authorized to receive construction change documents, and who is responsible for informing others in Contractor's employ or subcontractors of changes in the Work.

1.4 REQUEST FOR CHANGE ORDER PROPOSAL

- A. District-Initiated Request for Change Order Proposal: The District's Representative shall submit a request for change order proposal, which will include a detailed description of a proposed change, with supplementary or revised Drawings and Specifications, as appropriate.
 - 1. Such request for change order proposal may include an estimate of additions or deductions in Contract Time and Contract Price for executing the change and

may include stipulations regarding overtime work and the period of time the requested response from the Contractor shall be considered valid.

2. Contractor shall prepare and submit a response to the request for change order proposal within seven (7) days of the date of the request for change order proposal.

B. . Contractor - Initiated Request for Proposal : The Contractor may propose a change by submitting a request for a change to the District's Representative, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and a full description of effects on the Contract Price, Contract Time, related Work and work being performed under separate contracts:

1. Requests for Substitutions shall be included under this category, with procedures as specified in Section 01600 – Product Requirements.
2. After review of the Request, District will prepare a Request for Proposal as described above, if approved.
3. Issuance of such a request by the District's Representative shall not indicate authorization for the Contractor to proceed with the proposed change.
4. Changes will be approved only by an approved Potential Change Order and Change Order.

1.5 CONTRACTOR'S RESPONSE TO REQUESTS FOR BID

A. Substantiating Data for Proposed Changes in Contract Price and Contract Time: Contractor shall provide full information required for evaluation of proposed changes and to substantiate costs of changes in the Work.

1. Document each quotation for a change in Contract Price and Contract Time, with sufficient data to allow evaluation of the quotation.
2. Items to be included:
 - a. Quantities of products, labor and equipment
 - b. Taxes, insurance and bonds
 - c. Overhead and Profit
 - d. Justification for change in Contract Time, if claimed
 - e. Credit for deletions from Contract, similarly documented
 - f. Other documents as requested.

B. Cost and Time Resolution: If amounts for changes in Contract Price and Contract Time cannot be agreed upon by District and Contractor, amounts shall be resolved in accordance with provisions of the Conditions of the Contract for resolution of disputes and the following:

1. Contractor shall keep accurate records on a daily basis of time, both labor and calendar days, and cost of materials and equipment. Records are to be signed and submitted to Project Inspector on a daily basis.
2. Contractor shall prepare and submit an itemized account and supporting data after completion of changed Work, within the time limits indicated in the Conditions of the Contract.

3. Contractor shall provide full information as required and requested, for District and Architect to evaluate and substantiate proposed costs and time for the change in Work.
 4. When District and Contractor determine mutually-acceptable amounts for changes in Contract Price and Contract Time, a Change Order shall be executed for these amounts.
 5. District shall have the right to audit Contractor's invoices and bid quotations to substantiate costs for Change Orders.
- C. Construction Changes Based on Stipulated Sum or Time: Based on the Contractor's response to a request for change order proposal or Potential Change Order, the District will review the response.
1. The District and Contractor shall negotiate a mutually acceptable adjustment in Contract Price and Contract Time, as appropriate, prior to performance of the changed Work.
 2. A Change Order shall be prepared for the stipulated amounts based on the stipulated sum and change in time.
- D. Construction Changes Based on Unit Costs or Quantities: When the scope of a change in the Work cannot be accurately determined in advance, a Potential Change Order shall be executed based on mutually acceptable quantities and pre-determined unit prices. Actual costs shall be determined after completion of the Work and a Change Order for this amount shall be executed.
- F. Construction Changes Based on Time and Material Costs: When the scope of a change in the Work cannot be accurately determined in advance, a Potential Change Order shall be executed based upon an agreement that the District will adjust the Contract Price and the Contract Time based on actual costs and time expended by the Contractor in performance of the change.

1.6 CHANGE ORDERS

- A. Change Order Preparation, General:
1. In response to each request for change order proposal or Potential Change Order, Contractor shall submit information for review by District, in order to confirm scope of the proposed change and to determine the acceptable amounts, if any, for changes to be made in the Contract Price and Contract Time.
 2. When agreement is reached on changes, if any, in the Contract Time and Contract Price, the District's Representative will prepare a Change Order using a form as directed by the District, with supplementary documents as necessary to describe the change and the associated costs and schedule impacts.
 - a. District's Representative will prepare four (4) sets of Change Order documents, including drawings, specifications and other supporting documents.
- B. District, Construction Manager and Contractor shall sign the Change Order indicating acceptance and approval of the change.

- C. Execution of Change Orders: Upon approval of the Change Order by Contractor and District, Contractor shall promptly execute the change in the Work.

1.7 CONSTRUCTION CHANGE DIRECTIVES

- A. Potential Change Order: In accordance with provisions of the General Conditions of the Contract, the District may direct the Contractor to proceed with a change in the Work prior to formal preparation, review, agreement and approval of a Change Order, in order to not delay construction.
 - 1. The District's Representative will prepare and issue a Potential Change Order which, when signed by the District shall instruct the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 2. Potential Change Orders shall follow procedures specified above in Article entitled "CHANGE ORDERS", except that Contractor shall immediately proceed with the change upon receipt of the signed Potential Change Order.
 - 3. Potential Change Orders shall be incorporated into subsequent Change Order prepared, reviewed and approved as specified in Article above titled "CHANGE ORDERS".
 - 4. Should the Potential Change Order result in disputed costs and time adjustments, such dispute shall be resolved in accordance with the provisions of the Conditions of the Contract.

1.8 RECONCILIATION OF CHANGE ORDERS

- A. Schedule of Values: Contractor shall promptly revise the Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjustment to the Contract Price.
- B. Schedules: Contractor shall promptly revise progress schedules to reflect changes in Contract Time, revising sub-schedules to adjust time for other items of Work as may be affected by the change. Contractor shall submit revised schedules at the next Application for Payment following approval and acceptance of the Change Order.

PART 2 – PRODUCTS

Not applicable to this Section

PART 3 – EXECUTION

Not applicable to this Section

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 – GENERAL INCLUDES

- 1.1 INCLUSION OF OTHER CONTRACT DOCUMENTS
 - A. The General Conditions, Supplementary Conditions, Division 0 and Division 1 are fully applicable to this Section, as if repeated herein.

- 1.2 WORK COVERED BY CONTRACT DOCUMENTS
 - A. The Project name is **VISTA NUEVA CAREER AND TECHNOLOGY HIGH SCHOOL FENCING PROJECT**, as shown on the Contract Documents.

The work includes; **Work includes but not limited to the Demolition of Existing Fencing & Gates, and work associated with Path of Travel upgrades. Construction of new site fencing, gates, hardware, and ADA Path of Travel upgrades. Work to be performed during normal business hours.**

Included but not limited to:

1. Furnish and install all labor, material and equipment for all Work shown and/or specified in accordance with the Contract Documents, except as excluded below.
2. This scope of work also applies to all applicable awarded alternates.
3. Information provided under "Also Included" points out some items which may be considered less obvious or "unconventional", but which are included in the Scope of Work.
4. This Bid Package Description is intended to clarify scope to the Contractor but is in no way intended to limit scope that is reasonable inferable as being required by the Work included in this description. Work required under the Bid Package may be shown as specified anywhere in the Contract Documents.

Also Included but not limited to:

1. Coordination with other Contractors working on this campus.
2. Weather protection during the course of construction
3. Temporary fencing, barricades, signs, pedestrian protection, temporary facilities, and traffic control Work.
4. Daily and Final Clean-up.
5. Qualified/Certified Technicians must perform the replacement and/or repair of all landscape, irrigation asphalt/concrete surfaces and above or below grade utilities disturbed during construction, and the District must be given the opportunity to test and accept the Work prior to covering it up.
6. Patching, repairing, painting and/or replacement of all finished surfaces disturbed during construction.
7. Provide temporary means of operation for existing storm, water, sewer, gas, mechanical, electrical, and low voltage systems during construction.
8. Perform an electronic underground existing utility survey by a qualified underground utility locator service company in all areas where trenching operations will be performed. An as-built record drawing (one hard copy and one copy on electronic media prepared in AutoCAD is required to be submitted at the conclusion of the underground scope of Work.
9. Contractor to perform ball/flush/camera of all affected sanitary sewer and/or storm drains prior to and post construction. Video shall be turned over to the District and should include audio and locations.
10. (if required) Any campus utility interruptions require a minimum of a 48-hour notice to the District Representative for coordination purposes.
11. A full-time DOJ approved superintendent shall be provided.
12. All demolition and removal and/or replacement of Work associated with this Bid Package.

B. Perform work indicated or required to produce finished results shown.

1.3 WORKSEQUENCE

- A. The work shall be completed according to the project schedule set forth below.

- B. Occupancy: The Project may be occupied by District Staff as shown below. If so, the premises will be occupied whether or not the work is completed regardless of time extensions (if any).

Any work performed after “Substantial Completion Date” will need to be fully coordinated with District and will be limited to after school hours and/or weekends at no additional cost to the District.

- C. Project Schedule:
The following schedule summarizes the major activity dates:

| Activity | Dates |
|---------------------------------------|---|
| Advertisement Date #1 | Friday, February 23, 2023 |
| Advertisement Date #2 | Friday, March 1, 2024 |
| Non-Mandatory Pre-Bid Job Walk | Thursday, March 14, 2024 at 11:30 AM |
| Bid RFI's Due to District | Thursday, March 21, 2024 at 2:00 PM |
| Addendum, if issued | Tuesday, March 26, 2024 at 2:00 PM |
| Bid Due | Wednesday, April 3, 2024 at 11:15 AM |
| Notice of Intent to Award | Friday, April 5, 2024 |
| Board Award of Contract | Tuesday, April 16, 2024 |
| Notice of Award | Thursday, April 18, 2024 |
| Notice to Proceed | Tuesday, April 23, 2024 |
| Start Date: Construction | Monday, April 29, 2024 |
| Substantial Completion Date | Monday, July 8, 2024 |
| Contract Completion (Closeout) | Wednesday, July 31, 2024 |

1.4 WORK BY OTHERS

- A. Work on this Project that will be executed during the Work of this Contract which the Contractor shall coordinate with and facilitate: (If needed)
 - 1. **Other trades on same campus doing projects**

1.5 EXECUTION, CORRELATION AND INTENT

- A. Correlation and Intent
 - 1. Documents Complementary and Inclusive:

- a. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work.
 - b. 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 or mentioned in both.
2. Coverage of the Drawings and Specifications:
- a. The Drawings and Specifications generally describe the work to be performed.
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.
 - b. 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 are of such nature that they could have been shown.
 - c. All materials or labor for Work which is shown by either the Drawings or the Specifications (or is reasonably inferable there from as being necessary to complete the Work), shall be provided by the Contractor.
 - d. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible, without increase in the Contract Price, for the installation of all items indicated, described.
3. Conflicts. In the event there is a discrepancy between the various Contract Documents, the District /Contractor Contract shall control. Without limiting Contractor's obligation to identify conflicts for resolution by District and/or Architect in accordance with the Contract Documents, it is intended that the more stringent, higher quality and greater quantity of Work shall apply.
4. Conformance With Laws:
- a. Each and every provision of law required to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract Documents shall be amended in writing to make such insertion or correction.
 - b. Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents.
 - c. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall immediately notify District and Architect in writing of same and shall cause to be corrected any such violation or inconsistency in the manner provided hereunder.
5. Ambiguity:
- a. Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements.
 - b. Contractor shall immediately notify District and Architect of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided in the Contract Documents.

- c. If Contractor and/or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or suspects to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising there from including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. If Contractor performs, permits, or causes the performance of any Work under submittals or shop drawings prepared by or on behalf of Contractor which are 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.
- d. In no case shall any Contractor proceed with the Work if uncertain, without the District's and Architect's written direction and/or approval.

B. Addenda and Deferred Approvals

1. Addenda. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by DSA.
2. Deferred Approvals. The requirements approved by DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

C. Specification Interpretation and Application

1. Titles. The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.
2. As shown, etc. Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by District and Architect is intended unless otherwise stated.
3. Provide. "Provide" means "provided complete in place," that is, furnished, installed, tested, commissioned and ready for operation and use.
4. General Conditions. The General Conditions and Supplementary Conditions are a part of each and every section of the Specifications.
5. Abbreviations.
 - a. In the interest of brevity, the Specifications are generally written in an abbreviated form in the imperative mood and may not include complete sentences.
 - b. Omissions of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory and directed to Contractor.
 - c. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.
6. Plural. Words in the singular shall include the plural whenever applicable or the context so indicates.
7. Metric. The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U.S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

8. Standard Specifications. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of Contractor's Bid.
 - a. If applicable specifications are revised prior to completion of any part of the Work, Contractor may, if acceptable to the District and Architect, perform such Work in accordance with the revised specifications.
 - b. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications.

District and/or Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.
 - c. Procurement of reference standards and standard specifications is the sole responsibility of Contractor.
9. Absence of Modifiers. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another shall not affect the interpretation of either statement.

D. Rules of Document Interpretation.

1. In the event of conflict within the drawings, the following rules shall apply:
 - a. General Notes, when identified as such, shall be incorporated into other portions of Drawings.
 - b. Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
 - c. Larger scale drawings shall take precedence over smaller scale drawings.
 - d. Figured, derived, or numerical dimensions shall govern. At no time shall Contractor base construction on scaled drawings.
2. Specifications shall govern as to materials, workmanship, and installation procedures.
3. In the case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

1.6 ACCEPTANCE OF WORK AREA

- A. Contractor shall accept the work area in the condition in which it exists at the time it is given Notice to Proceed.

1.7 CONTRACTOR'S USE OF PREMISES

- A. Confine operations on the site to areas indicated in the Contract Documents and as directed by District. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the Work while engaged in project construction.
- B. Contractor shall limit its use of the premises for work and storage to allow for work by other contractors as applicable.
- C. Contractor will keep existing driveways, fire lanes, and entrances clear of obstructions and available for use. Do not use these areas for parking or storage of materials.
- D. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to area approved by District. If additional storage is necessary, Contractor shall obtain and pay for such storage off site without additional expense to District.
- E. Do not overload structures with weight that will endanger them.

- F. Assume full responsibility for protection and safekeeping of material and tools stored at the site.
Lock automotive type vehicles, such as passenger cars and trucks, and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place. Move any stored products, temporary facilities, controls or fencing, under Contractor's control, which interfere with operations of District or separate contractors, on or off the site, without cost to District.
- G. Contractor shall cooperate with District and governing authorities to minimize noise and disturbance. Observe all local ordinances for time of work.
- H. In entrance and exit of all workmen and in bringing in, storing and removal of equipment, Contractor shall avoid unnecessary dust, mud or accumulated debris, or undue interference with the convenience, sanitation or routine of District activities.
- I. In connecting new utilities to existing, and similar operations, Contractor shall time and coordinate such operations so that there will be no interference with District's activities.
- J. Protect improvements on adjoining properties as well as those on the Project Site.
- K. Restore any improvements damaged in performing the Work to their original condition as acceptable to the District.
- L. Do not interfere with use of adjacent buildings. Maintain free and safe passage to and from.
- M. In the performance of the Work, Contractor shall be responsible for safety and support of structure. Cease operations and notify District and Architect immediately if Contractor's work operations endanger the safety of structure. Precautions to properly support structure should be taken prior to start of work. Do not resume operations until safety is restored. Contractor shall assume liability for such movement, settlement, damage or injury.
- N. Provide, erect and maintain barricades and guard rails as required by governing regulatory agencies to protect occupants of building and workers.
- O. Where demolition, removal or rework occurs, take all necessary precautions to protect existing finished work remaining in place from damage. Finished work damaged by operations under this Contract shall be repaired or replaced to the satisfaction of District at no extra cost to District.

1.8 DISTRICT OCCUPANCY

- A. Refer to General Conditions for requirements for partial occupancy by District.
- B. District will not occupy buildings included in this scope of work during the primary construction period. However, occupancy will occur as shown above.

1.9 EXISTING UTILITIES

- A. It is recognized by Contractor that the location of existing utility facilities as shown on Contract Drawings and Specifications are approximate; their exact location is unknown.
- B. Recognition is given to the fact that there may be additional utilities existing on the property unknown to either party to the Contract. Location of utilities as shown on Drawings and Specifications represent the best information obtainable from utility maps and other information furnished by the various agencies involved. District warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications.

Because of this uncertainty, it may become necessary to make adjustments in the line or grade of sewers or storm drains. Installation of such adjusted lines shall be made at the regular unit price Bid for the work, and no additional compensation will be paid therefore, unless the scope and character of the work has been changed.

- C. Contractor agrees and is required to coordinate and fully cooperate with District and utility owners for the location, relocation, and protection of utilities. Contractor's attention is directed to the existence of utilities, underground and overhead necessary for all buildings within the area of work. Prior to start of trenching operations, Contractor shall meet fully review known utility locations, which may affect the work.
- D. In the event Contractor discovers utilities not identified in the Contract Plans or Specifications, Contractor shall immediately notify District and Architect and the utility owner by the most expeditious means available and later confirm in writing.

1.10 EXISTING CONDITIONS

- A. Intent of the Drawings is to show existing conditions with information developed from field surveys and District's records, and to generally show the extent and type of work required to prepare the existing areas for new work. The information shown on the Drawings is not a guarantee of existing conditions.

PART 2 – PRODUCTS

PART 3 – EXECUTION

END OF SECTION

SECTION 01200 - POST BID INTERVIEW

1.1 SUMMARY

This Section requires each apparent low bidder to attend and participate in a POST BID INTERVIEW with the DISTRICT'S PROJECT MANAGER, prior to award of any Contract by the DISTRICT. The POST BID INTERVIEW will be scheduled by the DISTRICT'S PROJECT MANAGER within (To Be Announced) after the date of bid. The Conditions of the Contract and all other Sections of the Contract apply to this Section as fully as if repeated herein.

1.2 REQUIRED ATTENDANCE

1.2.1 A duly authorized representative of the apparent low bidder is required to attend the POST BID INTERVIEW, in person.

1.2.2 The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.

1.2.3 Failure to attend the POST BID INTERVIEW will be considered just cause for the District to reject the Bid.

1.3 POST BID INTERVIEW PROCEDURE

1.3.1 The DISTRICT will review the Bidder's Proposal with the attendees.

1.3.2 The DISTRICT will review the Contract Documents with the attendees, including but not limited to:

1.3.2.1 Insurance

1.3.2.2 Bonding

1.3.2.3 Addenda

1.3.2.4 Pre-Bid Clarifications

1.3.2.5 Scope of Work

1.3.2.6 Bid Alternates and Voluntary Alternates

1.3.2.7 Value Engineering

1.3.2.8 The Contract Plans

1.3.2.9 The Contract Specifications

1.3.2.10 The Master Schedule

1.3.2.11 Critical Materials

1.3.2.12 General Contract Schedule Requirements

1.3.2.13 Prevailing Wage Requirements

1.3.2.14 Critical Dates Requirement for Other Bid Packages

1.3.2.15 Liquidated Damages

1.3.2.16 Required Documentation for Contract Administration

1.3.2.17 Contract Coordination Requirements

1.3.2.18 DVBE Requirements

1.4 POST BID INTERVIEW DOCUMENTATION

The DISTRICT will document the POST BID INTERVIEW on the form attached to this Section.

Both the Apparent Low Bidder and the DISTRICT are required to sign the POST BID INTERVIEW Documentation. The POST BID INTERVIEW Documentation is a Contract Document, and all items recorded in the POST BID INTERVIEW Documentation are part of the Contract and shall be enforced accordingly. POST BID INTERVIEWS will be conducted at (TO BE DETERMINED).

**SEE QUESTIONNAIRE STARTING
ON NEXT PAGE**

DISTRICT'S PROJECT MANAGER

PHONE () _____ FAX () _____

BIDDER: _____

DATE: _____ TIME: _____

PHONE# _____

I. INTRODUCTIONS: (SIGN IN BELOW)

A. Present _____
THE CONTRACTOR _____

II. PROPOSED CONTRACT: _____

III. PURPOSE OF INTERVIEW IS TO ASSURE:

- A. The Contractor acknowledgment of a complete and accurate bid. Yes No
- B. The Contractor submission of a fair and equitable bid. Yes No
- C. Fair comparisons of bid. Yes No

IV. CONTRACTUAL REQUIREMENTS:

- A. Do you understand you are a prime contractor? Yes No
- B. Can you meet all specified insurance requirements? Yes No
- C. You are required to obtain a Performance, and a Labor and Material Bond for 100% of the Contract Price
 - 1. Is this acceptable? Yes No
- 2. Will you provide bonds as stipulated? Yes No

IV. CONTRACTUAL REQUIREMENTS (continued):

- 3. Cost for bond: _____% Yes No
- 4. Is the cost of the bond in your base bid? Yes No

5. Is your insurance company California licensed? Yes No

D. Acknowledged Receipt of Addenda ____ 1 ____ 2 ____ 3 ____ 4

E. Are costs for Addenda items included in your proposal? (if applicable) Yes No

V. SCOPE OF WORK:

A. You have a complete understanding of your Scope of Work under the proposed Agreement. Yes No

B. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that need to be identified or require clarification? Yes No

If yes, please identify item.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Is (are) the cost(s) for items V.B.1-5 (as applicable) included in your bid proposal? Yes No

C. Review bid alternatives (if applicable) Yes No

VI. VALUE ENGINEERING: (describe) BASE BID: \$ _____

- 1. _____ Add / Deduct
- 2. _____ Add / Deduct
- 3. _____ Add / Deduct

REVISED TOTAL \$ _____

VII. SCHEDULE:

Do you acknowledge and agree to complete the project no later than **as Specified in the Agreement**, and as outlined in Section 011216?

Yes No

1. Can you expedite the schedule? Yes No

If not, what must change and why?

B. Identify critical materials, deliveries, and dependencies, including Owner-Furnished items that could affect the completion of your work.

1. _____

2. _____

3. _____

C. You have reviewed Section, CONSTRUCTION SCHEDULE and you understand your work must be completed in accordance with the **Master Schedule**. You further understand the District **MAY** assess liquidated damages if you fail to meet the Master Schedule requirements. You further understand delays by you may cause other contractors to be delayed, and that you **WILL** accelerate your work upon written direction by the District's Project Manager and/or the Architect with no additional cost to District.

CRITICAL DATES

PROJECT COMPLETION (See Agreement)

Milestone Dates

Notice to Proceed (To Be Determined)

All front end documents must be received by TRUSD (Per Contract Progress Schedule)

All submittals must be received by TRUSD (Per Contract Progress)

Schedule (To Be Determined)

Mobilize (To Be Determined)

You agree that failure to meet the project completion date is just cause for the TRUSD to assess and retain Liquidated Damages in accordance with the Contract Documents.

VIII. CONTRACTOR COMMENTS / SUGGESTIONS:

1.

2.

3.

4.

5.

6.

7.

IX. CONTRACTOR

NOTE: You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and that costs for all work are included in your proposal.

The foregoing information is true and accurate, and I am authorized to sign as an office of the company I am representing.

Company Name

Signature: _____ Title: _____

Date: _____

X. DISTRICT'S PROJECT MANAGER

Signature: _____ Title: _____

Date: _____

XI. WITNESS

Signature: _____ Title: _____

Date: _____

END OF SECTION

SECTION 01230 - ALTERNATE BID PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Requirements and descriptions for products and scopes of Work identified as Alternate Bid in the Drawings and Specifications and listed as “Alternate Bids” on the Bid Form.
- B. The lowest responsible bidder shall be determined based on the lowest base bid, excluding consideration of the prices on the additive or deductive items that is in compliance with these instructions and the advertised Notice Inviting Bids.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Division 2 through Division 16: Refer to product Specification Sections indicated in Alternative Bid descriptions and as may be affected by alternate products and scope descriptions.

1.3 GENERAL REQUIREMENTS FOR ALTERNATES

- A. To enable District to compare total costs where alternative materials and methods might be used.
Alternates described in this Section have been established.
- B. Contract Price included in Base Bid and as stated in executed Agreement shall include all costs for Work described in Contract Documents.
- C. Contract Price shall include all necessary provisions for Work described in Alternates, whether or not Alternates are accepted.
- D. Bid Form or other means prescribed for submission of proposed cost of Work shall include line items for each Alternate described in this Section.
- E. Each Alternate is identified herein by number. This identification shall be used whenever referring to Work described in Alternate and when submitting cost Bids and payment requests.
- F. Alternative construction described in Alternates and revised scopes of Work shall be performed only when such Alternate is made a part of the work by specific provision in the District-Contractor Agreement, if selected by District prior to execution of the Agreement, or by Change Order or Change Directive if selected subsequent to execution of the Agreement.

END OF SECTION

SECTION 01261 - REQUESTS FOR INFORMATION & RFI TEMPLATE

FROM: _____

Contractor

TO: _____

Attn:

| | | |
|---|--|--------------|
| REQUEST FOR INFORMATION | Project Name: | RFI#: |
| | Project No.: | DATE: |
| Brief Summary of this RFI: (Provide attachment if additional space is needed) | | |
| DRAWINGS REFERENCE: _____ SPEC REFERENCE: _____ | | |
| PROPOSED SOLUTION: (Provide attachment if additional space is needed) | | |
| IMPACT CONTRACT TIME: | IMPACT CONTRACT PRICE: | |
| RESPONSE NEEDED BY: WHY? (if less than 1 week): | SUBMITTER'S SIGNATURE: | |
| RESPONSE: | | |
| DATE: | ARCHITECTS SIGNATURE: Organization: | |

SECTION 01290 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.4 SECTION INCLUDES

- A. Procedures for preparation and presentation of Applications for Payment

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Document 00700: General Conditions - Contract Price, amounts for Progress Payments and Final Payment, retainages and time schedule for presenting Applications for Payment.
- B. Administrative Procedure - Accounting of costs for changes to the Work.
- C. Contract Closeout Procedures - Final payment procedures.

1.3 FORM

- A. Payment Application Form: Unless otherwise directed, prepare Applications for Payment using American Institute of Architects (AIA) Document G 702 – Application and Certification for Payment, edition date as directed by District.
 - 1. Include continuation sheets as necessary, using AIA Document G703 – Continuation Sheet, edition as applicable to edition of AIA Document G 702
 - 2. AIA Documents G702 and G703 are available, for a nominal charge, from most local chapter offices of The American Institute of Architects. **(Sample Form at the end of this section.)**

1.4 PREPARATION OF APPLICATIONS

- A. The following requirements supplement the provisions of the Conditions of the Contract:
 - 1. Present required information typewritten on the specified forms.
 - 2. Use data from reviewed and accepted Schedule of Values. Schedule of values shall be generated from cost loaded schedule.
 - 3. Provide dollar value in each column of Application for each line item for portion of Work performed and for products stored, if permitted.
 - 4. List each authorized Change Order as an extension on the continuation sheet, listing the Change Order number and dollar value as for an original portion of Work. No Change Orders shall be included with Application for Payment until approved in writing by District and Architect.
- B. Final Payment: Prepare Application for Final Payment as specified in Contract Closeout.

1.5 SUBMISSION OF APPLICATIONS FOR PAYMENT

- A. Submission of Applications for Payment: The following requirements supplement the provisions of the Conditions of the Contract:
 - 1. Submit five (5) copies of each Application for Payment with original signature. Round off values to nearest dollar or as specified for the Schedule of Values.
 - 2. Submit an updated Construction Schedule with each Application for Payment.
- B. Payment Period: Submit Applications at intervals and covering periods stated in the Agreement. Application submission date may be adjusted by mutual consent of the District and Contractor to coincide with regularly scheduled progress meetings or to accommodate holiday periods.
- C. Lien Releases: Provide with each Application for Payment, lien releases from all subcontractors, workers and materials suppliers employed for the Project.
 - 3. Lien Releases shall cover portion of Work to date for which payment application is made for the conditional release and an unconditional for the prior payment received.

1.6 SUBSTANTIATING DATA

- A. Substantiating Data: Submit substantiating information, as required by District and Architect, to substantiate dollar amounts on Application for Payment.
 - 1. Substantiating information will normally be required only for those portions of Work whose completion state cannot be readily determined by observation of the completed Work.
 - 2. Provide one (1) copy of substantiating information with each copy of the Application for Payment.

**APPLICATION FOR PAYMENT
SECTION 01290**

APPLICATION AND CERTIFICATE FOR PAYMENT
TO (OWNER): Twin Rivers Unified School District

AIA DOCUMENT G702
PROJECT:

(Instructions on next page)
APPLICATION NO.: Distribution to:

- OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: VIA (ARCHITECT):

PERIOD TO:
ARCHITECT'S
PROJECT NO.

CONTRACT FOR:
CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACT DATE:

| CHANGE ORDER SUMMARY | | Additions | | Deductions | |
|--|---------------|-----------|------|------------|------|
| Change orders approved in previous months by Owner | | \$ AMOUNT | Days | \$ AMOUNT | Days |
| TOTAL | | | | | |
| Approved this Month | | | | | |
| Number | Date Approved | | | | |

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

CONTRACTOR: _____ Date: _____
By: _____
INSPECTOR: _____ Date: _____
By: _____

State of: _____
Subscribed and sworn to before me on this _____ day of _____, 20____.
Notary Public: _____
My Commission Expires: _____

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net Change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ~ 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. _____ % of Completed Work (Column D + E on G703) \$ _____
 - b. _____ % of Stored Material (Column F on G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ _____

OWNER: _____ Date: _____
By: _____
AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for.)
DC ARCHITECTS

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the CONTRACTOR named herein. Issuance, payment and acceptance of payments are without Prejudice to any rights of the Owner or CONTRACTOR under this contract.

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

TWIN RIVERS UNIFIED SCHOOL DISTRICT

SECTION 01311 - PROJECT COORDINATION

PART 1 – GENERAL

1.5 SECTION INCLUDES

- A. Coordination of Work under Contract

1.6 RELATED DOCUMENTS AND SECTIONS

- A. Document 01010: Summary of Work – Various types of work to be coordinated.
- B. Document 01600: Product Requirements – Coordination of products.

1.7 COORDINATION

- A. Coordination: Contractor shall coordinate the Work as stated in the General Conditions of the Contract. Contractor shall also coordinate Work under the Contract with work under separate contracts by District. Contractor shall cooperate with District and others as directed by District in scheduling and sequencing the incorporation into the Work of District Furnished /Contractor Installed products identified in the Contract Drawings and Specifications.
- B. Relationship of Contract Documents: Drawings, Specifications and other Contract Documents in the Project Manual are intended to be complementary. What is required by one shall be as if required by all. What is shown or required or may be reasonably inferred to be required, or which is usually and customarily provided for similar work, shall be included in the Work.
- C. Discrepancies in Contract Documents: In the event of error, omission, ambiguity, or conflict in the Drawings or Specifications, Contractor shall bring the matter to Architect's attention in a timely manner during the bidding period and at any time thereafter during construction of the Work, for Architect's determination and direction in accordance with provisions of the Conditions of the Contract.
- D. Construction Interfacing and Coordination: Layout, scheduling and sequencing of Work shall be solely the Contractor's responsibility.
 - 1. Contractor shall verify, confirm and coordinate field measurements so that new construction correctly and accurately interfaces with conditions existing prior to construction.

1.4 COORDINATION OF SUBCONTRACTS AND SEPARATE CONTRACTS

- A. Superintendence of Work: Contractor shall appoint a Project Superintendent and a Project Manager, who shall directly and full time supervise and coordinate all Work of the Contract as well as other personnel and the required information for each such individual as provided for in the Instruction to Bidders.

END OF SECTION

SECTION 01312 - COORDINATION AND MEETINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. This section describes general procedural requirements for coordination and meetings. Requirements include:
 - 1. Pre-construction meeting;
 - 2. Construction progress meetings;
 - 3. Pre-installation meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and work of the various portions of the Contract Documents to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate hours and days of Work with local ordinances and requirements, and with District.
- C. Verify utility requirements and that characteristics of operating equipment are compatible with building utilities.
Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building outside of foundation zone of influence. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and cleanup of Work of separate Divisions in preparation for Substantial Completion.
- G. After District occupancy of premises, coordinate access to site for correction of defective work and Work not in accordance with Contract Documents, to minimize disruption of District's activities.
- H. Contractor shall coordinate its Work with work to be performed by separate contractors, if any, as listed in Section 01010 – Summary of Work.

1.3 RELATED WORK

- A. Reference to Specification sections in "Related Work" articles is for convenience only and shall not be construed to limit the coordination of the Contract Documents to referenced sections.
- B. Documents affecting the work of all sections include, but are not limited to, General Conditions, Supplementary Conditions, if any, and Sections in Division 0 and Division 1 of these Specifications.
- C. Work in any Specification section may relate to other work in these documents. Contractor is responsible to coordinate all Work.

1.4 DISCREPANCIES

- A. In the event of discrepancy in the Contract Documents or if uncovered conditions are not as anticipated, immediately notify District and Architect and secure needed direction.
- B. Do not proceed in areas of discrepancy until such discrepancies have been fully resolved.
- C. Before starting work, field verify governing dimensions at the site, and examine adjoining work on which this work is dependent. No "Extra" or additional compensation will be allowed on account of differences between actual measurements and dimensions shown, unless raised by RFI prior to proceeding with the Work.
- D. Any time extension or any increase or decrease of cost resulting from such changes will be adjusted in the manner provided in the General Conditions.

1.5 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual Specification sections.
- C. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.6 PRECONSTRUCTION MEETING

- A. Prior to the start of construction, a conference shall be called by the Owner for the purpose of reviewing the construction program with the Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by the Contractor and Owner. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference, or within five (5) working days thereafter.
- B. Attendance Required: District, Architect, Construction Manager (if any), Project Inspector, Representatives of testing laboratory (if any), Contractor and major subcontractors and suppliers.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of schedule of values.
 - 5. Designation of personnel representing the parties in Contract, and the Architect/Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, Bid requests, Change Orders, and Contract closeout procedures.
 - 7. Construction Schedule, including critical work sequencing
 - 8. Temporary facilities and use of the site.
 - 9. Record Drawings, operation and maintenance data, warranties.
 - 10. Inspection and Testing.
 - 11. Accepted Alternates.
 - 12. Requirements for Commissioning.
 - 13. Inspection and acceptance of equipment put into service during construction period.
 - 14. Security
- D. District will record minutes and distribute copies within five days after meeting to District, Architect, Contractor, and other participants.

1.7 PROGRESS MEETINGS

- A. Schedule and administer progress and coordination meetings throughout the length of the Project. Meetings will be held weekly as scheduled by the Construction Manager.
- B. Attendance Required: Contractor, Job Superintendent, Project Inspector, Construction Manager and Architect shall attend each meeting. Contractor's subcontractors and suppliers may attend as appropriate to agenda topics for each meeting.
- C. Construction Manager will record minutes and distribute copies within five days after meeting to participants, with copies to District, Contractor, Architect and other participants.
- D. Contractor shall provide an updated Three Week Look Ahead Schedule for construction progress meetings.

1.8 PRE-INSTALLATION MEETING

- A. When required in individual Specification sections and as advisable for other item, Contractor shall convene a pre- installation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Contractor shall prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- D. Contractor will record minutes and distribute copies within five days after meeting to participants, with copies to District and Architect.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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|---|---|--|---|
| Twin Rivers Joint Unified School District Job-Site ☐: Job-Site Fax: | I = Inspection ☐☐ = Critical Path X = R = Behind Schedule Revised Schedule | Project: _____ Milestone Target: _____ Variance: _____ | Job No: _____ Date: _____ Superintendent: _____ |
|---|---|--|---|

| | Contractor | Schedule Status | Activity Description | Day: M T W T F M T W T F M T W T F | | | | | | | | | | | | | | Future Work | |
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SECTION 01321 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Definitions
- B. Submittals
- C. Construction Schedule Requirements
- D. Revision and Updating Requirements
- E. Review
- F. Delay Contingency
- G. Contractor's Responsibility for Completion
- H. Adjustment of Contractor's Time
- I. Preliminary Construction Schedule

1.2 DEFINITIONS

- A. Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships and network calculations to determine when activities can be performed and to determine the critical path construction of the project.
- B. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall project duration.
- C. Network Diagram: A graphic diagram of a network schedule, showing the activities and activity relationships.
- D. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path.
 - 2. Predecessor activity precedes a given activity.
 - 3. Successor activity succeeds a given activity.
- E. Event: an event is the starting or ending point of an activity.
- F. Milestone: A key or critical point in time for reference or measurement.
- G. Float: The measure of leeway in activity performance.
 - 1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
 - 3. Float time shall accrue to District's benefit.
- H. Baseline Schedule: Contractor's as-planned schedule, to be submitted at the start of the Project.
- I. Master Construction Schedule: The schedule prepared by Construction Manager which is a representation and incorporation of Contractor's baseline schedule. The Master Construction Schedule is the schedule by which all schedule revisions, accelerations or delays are measured and compared. The schedule shall be in the form of a CPM schedule network diagram.
- J. The Preliminary Construction Schedule indicates planned start and substantial completion intervals for significant phases, hereinafter referred to as "Summary Activities," of the Work during the construction period. Substantial completion of an activity is considered to be attained when the work of subsequent dependent activities can proceed in accordance with the Preliminary Construction Schedule. The Preliminary Construction Schedule also

indicates anticipated Mobilization dates for each Division or portion thereof, as well as the planned sequence of activities.

- K. Weather Allowance: The Preliminary Construction Schedule and the Master Construction Schedule will include in the overall Contract duration an allowance for normal adverse weather. The winter weather period is defined as October 1st through March 31st, inclusive. District approved weather delays will be applied against the allotment. Once the allotment is exhausted the Contractor will be granted non-compensable time extensions for District approved weather delays as provided in the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE REQUIREMENTS.

- A. Contractor shall regularly update and utilize a Construction Schedule to plan, coordinate and sequence the Work and to monitor progress toward completion of the Work.
 - 1. The Contractor shall be responsible for the development and maintenance of these schedules in a manner to ensure meeting the Substantial Completion and Substantial Completion review dates, and the Acceptance (final completion) dates within the Contract Time.
 - 2. Contractor shall be responsible for planning, sequencing and scheduling the Work and for continuous monitoring of progress of the Work.
 - 3. Contractor shall establish and maintain as part of the Contractor's services under the Contract, a staff knowledgeable in the use application of the computer generated CPM progress schedules.
- B. Format: Prepare schedules using a computerized construction Scheduling program, with publisher, version and format as directed or acceptable to District. The latest version of MS Project or other version and format, as directed. Contractor may be required to provide District with software for construction scheduling program, if District requires.
 - 1. Construction Schedule shall provide clear indication of Work completed and intended sequencing and scheduling of Work to be accomplished.
 - 2. Construction Schedule will provide clear indication of "critical path" of construction progress.
 - 3. Present schedules using opaque reproductions on substantial paper, with sheet size a multiple of 8 ½ inches by 11 inches and large enough to clearly read characters.
 - 4. If directed by District, in addition to printed output, schedules shall be provided to District on computer diskette.
- C. Content: The chronological order of the start of each item of Work. Use a Critical Path Method (CPM), time-scaled network diagram showing continuous flow from left to right, computer generated with a software program as described above. Demonstrate adequate planning for the Work, including a practical plan to complete the Work within the Contract Time.
- D. Preliminary Construction Schedule:
 - 1. Within seven (7) days of the Contract start date stated in Agreement, or Notice to Proceed, if issued, Contractor shall prepare and submit a Preliminary Construction Schedule using the specified construction schedule program.
 - 2. The Preliminary Construction Schedule shall be feasible workable and reasonable schedule for all Work under the Contract and it shall be the basis upon which the Contractor shall prepare the Construction Schedule.
 - 3. Within seven (7) days of submission of the Preliminary Construction Schedule, District shall provide review comments to Contractor, including recommended revisions.

4. Within seven (7) days of receipt of District's comments, Contractor shall revise and resubmit the Preliminary Construction Schedule, incorporating necessary revisions.
5. Within seven (7) days of receipt of the resubmitted Preliminary Construction Schedule, District will reject or accept the Preliminary Construction Schedule.

E. Construction Schedule:

1. Within seven (7) days of receipt of notification of acceptance of the Preliminary Construction Schedule by the District, Contractor shall prepare and submit the Construction Schedule.
 - a. The Construction Schedule shall be Contractor's plan of construction and will, thereafter, be used to monitor progress of Work of the Contract.
 - b. Contractor shall develop, revise and update the Construction Schedule during progress of the Work and shall submit update schedules on a weekly basis.
 - c. At construction progress meetings, specified in Section 01312, Contractor shall present a three-week "look ahead schedule" as directed by District.
2. The District will use the most recent version of the Construction Schedule in evaluating the progress of Work and determining progress payments to be made to Contractor. The Construction Schedule, as revised, will be the basis for determining the impact of changes to Contract and delays.
3. Failure of the Construction Schedule to include any element of the Work required by the Contract, or any inaccuracy in the Construction Schedule, will not relieve Contractor from responsibility for accomplishing all Work required by the Contract Documents within the Contract Time and will not constitute grounds for delay in completion of the Work.
4. It shall be the responsibility of the Contractor to verify with all authorities having jurisdiction all holidays for each calendar year. No Work requiring inspection shall be scheduled on these dates.
5. If, after acceptance of the Construction Schedule by District, changes to the schedule are caused by changes in the scope of Work only, Contractor shall submit requested revisions to the District along with a written rationale for revisions including a description of the logic for rescheduling the Work and methods of maintaining adherence to Contract completion dates.
6. Format for requested revisions shall be consistent with the Construction Schedule and shall be as acceptable to District.

F. Recovery Plan:

1. If Contractor is behind schedule by more than seven (7) calendar days for any activity that is, or becomes, part of the critical path, based on the Construction Schedule, Contractor shall submit to the District within seven (7) calendar days of being notified of such delay, a "recovery plan."
 - a. Recovery plan shall be based on proposed revisions to construction activities of Window Schedule for the next 60 calendar day period and shall show how Contractor intends to bring work back on schedule.
 - b. Recovery plan shall also include a written description of the measures that Contractor intends to take without change in the Contract Price or Contract Time to regain schedule compliance.
2. Should Contractor fail to submit and execute such recovery plan, District shall have the option to direct Contractor to employ any or all measures that District may deem fit to regain schedule compliance or to mitigate schedule impact, without change in Contract Time and Contract Price.

3. Should Contractor dispute the determination of the District regarding the status of progress of the Work, such dispute shall not relieve the Contractor of the responsibilities to comply with the requirements of this Section and other related Sections until the dispute is resolved in accordance with the provisions of the Conditions of the Contract and the Agreement.

H. Default: Failure of Contractor to substantially comply with the requirements of this Section will constitute evidence that Contractor is failing to prosecute the Work with such diligence as to ensure completion of the Work within the Contract time and will be considered grounds for termination or other remedy by the District pursuant to provisions of the Conditions of the Contract and the Agreement.

I. Coordination:

1. Construction schedule shall be cost loaded. Coordinate format with Schedule of Values so construction progress can be correlated with Applications for Payment.
2. Coordinate format and content of Construction Schedule with Submittals Schedule, specified in Article below.

1.4 SUBMITTALS SCHEDULE

A. Format: Prepare Submittals Schedule in format comparable to Construction Progress Schedule, specified in Article above.

B. Content: List all items specified to be submitted, indicating submittal number (see instructions specified in Section 01330, Submittal Procedure), submittal type (i.e. product data, shop drawings, sample, quality control report, maintenance and operating data, Contract Closeout Data, etc.), scheduled date for submittal to be made and date review should be complete in order to maintain construction on schedule.

C. Administration: Review of Submittals Schedules by District's Representative and District will be to ascertain the general status of submittals review and shall not be interpreted to establish or approve the means, methods, techniques and sequences of construction.

1. Submit two (2) copies to Construction Manager
2. Submit initial Submittals Schedule within fourteen (14) days of construction start date established in Notice to Proceed.
3. After review, resubmit Submittals Schedule within ten (10) days and thereafter submit updated Submittals Schedules at each Construction Progress Meeting.

1.5 REVIEWS DISTRICT'S REPRESENTATIVE AND DISTRICT

A. Reviews by District's Representative and District: Review by District's Representative and District will be to ascertain the general status of construction and shall not be interpreted to establish or approve the means, methods, techniques and sequences of construction.

1.6 REVIEW BY CONTRACTOR

A. Reviews by Contractor: All schedules shall be reviewed and approved by Contractor prior to submission for review by District and District's Representative.

B. Changes and Deviations: Identify all deviations from requirements of Drawings and Specifications.

1. No review action, implicit or explicit shall be interpreted to authorize changes in the Work.
2. Changes shall only be authorized by separate written Change Order, Construction Change Document or Construction Change Directive in accordance with the Conditions of the Contract.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01322 - CONSTRUCTION PROGRESS REPORTS

PART 1 – GENERAL

1.8 SECTION INCLUDES

- A. Construction Progress Reports

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 01312: Project Meetings - Review of construction progress and submittals status at Project meetings.
- B. Section 01321: Construction Progress Schedules - Construction Progress Schedule and Submittals Schedule.
- C. Section 00875: Contract Closeout - Notice by Contractor of progress of the Work sufficient for Substantial Completion upon review and acceptance by District.

1.3 CONSTRUCTION PROGRESS REPORTS

- A. Daily Log: Contractor shall maintain a written daily log at the job site with the following information as a minimum:
 - 1. Date.
 - 2. Weather Conditions.
 - 3. Subcontractors and trades performing work under the Agreement on the Site, and number of workers each and number of hours worked by each worker.
 - 4. Others on Site performing work for District and under separate contracts.
 - 5. List of visitors to site, giving name, company or agency affiliation and telephone number.
 - 6. Descriptions of situations and circumstances which could delay normal progress of Work or which could be basis of claim for change in Contract Time or Contract Price.
 - 7. Changes to Work and who authorized changes.
 - 8. Comments, as Contractor determines are appropriate for Project record.
 - 9. Detailed description of all work in progress, itemized by building.
- B. Submission of logs: Submit one copy of daily logs to Construction Manager at weekly intervals.
- C. Contractor shall issue all Subcontractors' Daily Logs from the previous work day to the Project Inspector and Project Manager each morning at the start of the work day.

SECTION 01330 - SUBMITTALS PROCEDURES

PART 1 – GENERAL

1.9 SECTION INCLUDES

- A. Administrative procedures for shop drawings, product data and samples submittals.
- B. Contractor's review of submittals.
- C. Architect's and/or District's review of submittals.
- D. Distribution of submittals after review.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 00670: Submittal Transmittal Form
- B. Section 00700: General Conditions - Supporting Data.
- C. Section 00875: Contract Closeout Procedures - Submittals for Occupancy, Acceptance and Final Payment.
- D. Section 01290: Measurement and Payment Procedure - Supporting Data.
- E. Section 01312: Project Meetings - Submittal status review at meetings.
- F. Section 01400: Quality Control - Test and inspection reports.
- G. Section 01783: Operation and Maintenance Data - Requirements for preparation and submission of operation and maintenance data.

1.3 DEFINITIONS

- A. Shop Drawings, Product Data and Samples: Instruments prepared and submitted by Contractor, for Contractor's benefit, to communicate to Architect the Contractor's understanding of the design intent, for review and comment by Architect on the conformance of the submitted information to requirements of the Contract Documents. Shop Drawings, products data and samples are not Contract Documents.
- B. Shop Drawings: Drawings, diagrams, schedules and illustrations, with related notes, specially prepared for the Work of the Contract, to illustrate a portion of the Work.
- C. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work.
- D. Samples: Physical examples that demonstrate the materials, finishes, features, workmanship and other characteristics of a portion of the Work. Accepted samples shall serve as quality basis for evaluating the Work.
- E. Other Submittals: Technical data, test reports, calculations, surveys, certifications, special warranties and guarantees, operation and maintenance data, extra stock and other submitted information and products shall not be considered to be Contract Documents but shall be information from Contractor to Architect to illustrate a portion of the Work, for confirmation of understanding of requirements of the Contract Documents.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Administrative Requirements for Submittals: Submittals shall be made in accordance with requirements specified herein and in product Sections of the Specifications. All Submittals shall be made using the Submittal Transmittal Form set forth in Section 00670.
- B. Transmission of Submittals: Transmit all submittals with a Submittal Transmittal to Architect, through the Construction/Project Manager. Include all information specified for identification of submittal and for monitoring of review process.
- C. Timing of Submittals: Make submittals sufficiently in advance of construction activities to allow shipping, handling and review by the Architect, Architect's consultants and other responsible design professionals.
- D. Submittals Identification:
 - 1. Title each submittal with Project name, District's Project number, DSA Application and File numbers, Building Permit number, Architect's Project number, Contractor's Project number and submission date.
 - 2. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, room number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to clearly correlate submittal with Contract Drawings.
 - 3. Identify each submittal by a sequential file number.
- E. Record Submittals: When record submittals are specified, submit three copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.

1.5 SUBMITTALS SCHEDULE

- A. Submittals Schedule: As specified in Section 01321, Construction Progress Schedules and Article 45 of the General Conditions.

1.6 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Contractor's review of submittals: Prior to submission to Architect for review, Contractor shall review each submittal for completeness and conformance to requirements of the Contract Documents. By approving and submitting shop drawings the Contractor represents that he has determined and verified materials, field measurements, and field construction related criteria and that he has checked and coordinated the information contained with such submittals with the requirements of the Work and the Contract Documents.
- B. Changes in Work: Changes in the Work shall not be authorized by submittals review actions. No review action, implicit or explicit, shall be interpreted to be an authorized change in the Work.

1.7 ARCHITECT'S REVIEW OF SUBMITTALS

- A. Architect's review of submittals: Submittals shall be a communication aid between Contractor and Architect by which interpretation of requirements of the Contract Documents may be confirmed in advance of construction.
 - 1. Reviews by Architect and Architect's consultants shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Drawings and Specifications.

2. Architect will review submittals as originally submitted. Contractor will revise and resubmit, as required, indicating changes made since previous submittal.

1.8 PRODUCT DATA SUBMITTALS

- A. Product Data: Illustrations, standard details, standard schedules, performance charts, material characteristics, color and pattern selections, test data and listing by Code authorities and nationally recognized testing and inspection services.
- B. Modifications to Standard Product Data: Modify manufacturer's standard catalog data to indicate precise conditions of the Project. Comply with requirements as for shop drawings following. Provide space for review action stamps and, if required by authorities having jurisdiction, license and seal of Architect, Architect's design consultant and other responsible design professional, as applicable.
- C. Copies: Submit six (6) copies, minimum, of original catalog pages or xerographic copies only, with applicable data highlighted and cross -referenced to requirements of the Contract Drawings and Contract Specifications.

1.9 SHOP DRAWINGS SUBMITTALS

- A. Shop Drawings: Drawings, diagrams, schedules and other graphic depictions to illustrate fabrication and installation of a portion of the Work.

Preparation: Shop drawings shall be original drawings prepared for submittal review, fabrication and execution of Work. Direct copies and modified reproductions of Contract Drawings will not be accepted for review. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license and seal of Architect, Architect's design consultant, and other responsible design professional, as applicable.

- B. Coordination: Show all field dimensions and relationships to adjacent or critical features of Work.
- C. Copies: Prepare shop drawings on minimum sheet size of 17 inches by 22 inches, or smaller if a multiple of 8-1/2 inches by 11 inches.
 1. Submit one reproducible and five prints, typically, except as noted in Contract Specifications.
 2. The reproducible will be returned to Contractor. The prints will not be returned.
- D. Resubmission of Shop Drawings: Should resubmission of shop drawings be required, comply with the following:
 1. Revise shop drawings as necessary and resubmit as required for initial submission.
 2. Indicate on shop drawings all revisions including revisions other than those required for compliance with review comments.
 3. The reproducible will be returned to Contractor. The print will not be returned.

1.10 SAMPLES SUBMITTALS

- A. Quantity: Submit minimum of four (4) samples of each color, texture and pattern. Submit one item only of actual assembly or product. Unless otherwise noted, full -size and complete samples will be returned and may be incorporated into field mock-ups and the Work.

- B. Color Samples: Architect will review and select colors only after color samples for all related products are received, so that colors may be properly coordinated.
- C. Copies: Submit actual samples. Photographic or printed reproductions will not be accepted.

Resubmission of Samples: Should resubmission of samples submittal be required, comply with the following:

1. Revise or reconstruct sample as necessary and resubmit as required for initial submission.
2. Indicate with resubmitted sample all revisions, including revisions other than those required for compliance and review comments.

1.11 REPORTS OF RESULTS OF INSPECTIONS AND TESTS

- A. Reports of Results of Inspections and Tests: Submit technical data, test reports, calculations, surveys and certifications based on field tests and inspections by independent inspection and testing agency and by authorities having jurisdiction. Reports of results of inspections and test shall not be considered Contract Documents.

1.12 OPERATION AND MAINTENANCE DATA SUBMITTALS

- A. Operation and Maintenance Data Submittals: Refer to requirements specified in Section 01783 — Operation and Maintenance Data. Include operation and maintenance data submittals in Submittals Schedule above.

1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribution of Submittals after Review: Distribution of reviewed product data, shop drawings and samples will be made by Architect with reasonable promptness to not delay the Work.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Regulatory Requirements
- B. Workmanship
- C. Observation and Supervision
- D. Testing Agencies
- E. Tests and Inspections

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 00695: Request for Inspection.
- B. Section 01311: Project Coordination - Coordination of Work under Contract
- C. Section 01330: Submittal Procedures - Administrative requirements for submission of results of test and inspections.
- D. Section 01600: Product Requirements - Product options and substitutions

1.3 REGULATORY REQUIREMENTS

- A. The Work is governed by requirements of Title 21 and Title 24, California Code of Regulations (CCR), and the Contractor shall keep a copy of each available at the job site for ready reference during construction.
- B. The Office of Regulation Services (ORS) shall be notified on start of construction.

1.4 OBSERVATION AND SUPERVISION

- A. The Architect/Engineer and the Project Manager or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect/Engineer and the consulting Structural Engineer will be in accordance with Part 1, Title 24, Section 4-341.
- B. One or more inspectors approved by DSA and employed by the District, referred to hereinafter as the "Inspector" or "Project Inspector", will observe the work full-time in accordance with Part 1, Title 24, Sections 4-333(b) and 4-342.
 - 1. The Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that work is in accordance with the Contract Documents. The Contractor shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - 2. The Inspector will notify the Project Manager and Architect/Engineer and call to the attention of the Contractor any observed failure of work or material to conform to Contract Documents.
 - 3. The Inspector shall observe and monitor all testing and inspection activities required.
- C. The Contractor shall conform to Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent Project Superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's Project Superintendent shall also inspect all materials, as they arrive, for compliance with the

Contract Documents. They shall reject defective work or materials immediately upon performance or delivery. The Contractor shall submit verified reports as required by Part 1, Title 24, Section 4-336.

- D. The Contractor shall inspect all material upon delivery and reject any material or equipment not in compliance with the Contract Documents. All materials and equipment shall be neatly stacked and properly protected from the weather.
- E. Any material or equipment rejected by the Project Manager, Inspector, and Architect because on non-compliance with the Contract Documents shall promptly be removed from the site at the expense of the contractor.

1.5 TESTING AGENCIES

- A. Testing agencies and tests shall be in conformance with requirements of Part 1, Title 24, Section 4-335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of a civil engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by the District.
- D. Testing laboratory to be approved by the Division of State Architect.

1.6 TESTS AND INSPECTIONS

- A. Tests and inspections will comply with California Code of Regulations Title 21, Chapter 4 and Section 42, and Title 24, Chapter 4, Part I. All work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment and facilities to facilitate all inspections and tests
- C. The District will pay for first inspections and tests required by California Code of Regulations Title 24, and others, which the Architect or the Project Manager may direct to have made including, but not limited to, the following principal items:
 - 1. Tests and observations for earthwork and paving.

2. Tests for concrete mix designs, including tests of trial batches.
 3. Tests and inspections for masonry work.
 4. Tests and inspections for structural steel work.
 5. Field tests for framing lumber moisture content.
 6. Additional tests directed by the Project Manager, which establish that materials and installation comply with the Contract Documents.
 7. Test and observation of welding and expansion anchors and glue-lam beams.
- D. Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website. Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.
- E. The Inspector shall have the authority to reject work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its subcontractors and employees accordingly. In addition, the Inspector may stop any work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.
- F. The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. If the Contractor is behind schedule, it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.
- G. It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website.
- H. If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the work.

- I. DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the work proceeds without DSA approval; (2) the work proceeds without a DSA Inspector or (3) where DSA determines that the work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order. Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).
- J. Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document ("CCD") to correct the Notice of Non-Compliance. In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.
- K. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.
- L. Contractor shall notify District, a sufficient time in advance, of manufacture of materials to be supplied by Contractor under Contract, which must by terms of the Contract be tested, in order that District may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection.
- M. Work shall not be covered without the Inspector's review and the Architect's knowledge that the work conforms to the requirements of the approved Plans and Specifications. Inspector must be timely notified of inspections and of new areas so work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the work that was not inspected be uncovered for inspection. Thus, if a portion of the work is covered without inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover work, Contractor shall promptly uncover all work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Price or Time.
- N. If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of work has been signed by the Inspector, the Inspector or the Architect may request to see such work, and it shall be promptly uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If

such work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the work, delays incurred to uncover the work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

- O. The District will pay costs for all tests and inspections and shall be reimbursed by the Contractor for such costs under the following conditions:
 - 1. When such costs are stipulated in the provisions of the Contract documents to be borne by the Contractor;
 - 2. When a material is tested or inspected and fails to meet the requirements of the specifications and/or drawings;
 - 3. When the source of the material is changed after the original test or inspection has been made and approved.
- P. If, in the opinion of the District, subsequent delivery of a tested material seems inferior to, or differs from, the original, said material shall be retested upon written order from the District and, should the material fail to meet the requirements of the Specifications and/or Drawings, the Contractor shall pay all costs of such tests, but where the material does pass the requirements, the District will pay the cost.
- Q. All tests and inspections specified for each material shall be made in accordance with the detailed Specifications for tests or inspections of the material as specified.
- R. If a material is not required to be tested, the District may require the Contractor to furnish a certificate bearing the official and legal signature of the supplier, with each delivery of such material, stating that the material complies with the Specifications.
- S. The District will pay and back charge the Contractor for:
 - 1. Retests or re-inspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
 - 2. Uncovering of work in accordance with paragraph 7, Inspection of Work and Materials of the General Conditions.
 - 3. Testing done on weekends, holidays, overtime will be chargeable to the Contractor.
 - 4. Testing and inspection required by the Contract at locations outside the immediate area that involves airfare, hotel, meals and miscellaneous expenses.
- T. Testing and inspection reports and certifications.
 - 1. A copy of the agency or laboratory report of each test or inspection or certification shall be provided to each of the following:
 - a. The District
 - b. The Project Manager
 - c. The Architect
 - d. The Consulting Engineer
 - e. The Inspector
 - f. The Contractor
 - 2. When the test or inspection is one required by CCR Title 24, a copy of the report shall also be provided to the Division of the State Architect.

1.7 REQUEST FOR INSPECTION

- A. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the work and provide adequate time for the Inspector to perform inspection. If such a protocol

is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

- B. For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13-01 for further discussion.

PART 2

2.1 TYPE OF TEST AND INSPECTIONS

- A. Earthwork
Observation of all excavations and engineering control of all fills and backfills by Geotechnical Engineer. The Geotechnical Engineer shall submit a final report stating that all work was performed in accordance with the Contract Documents and Foundation Investigation Reports.
- B. Cement Tests
Samples by Laboratory to be tested as required by Title 24, Section 1903 A.2 and 1928 A.1.
- C. Aggregate Tests As required by Title 24, Section 1903 A.3.
- D. Concrete Mix Design As required by Title 24, 1905 A.3.1.1 Method B for stone aggregate concrete.
- E. Reinforcement Tests Tensile and bending as required by Title 24, Section 1903 A.5.3 and 1928 A.2.
- F. Slump Test UBC STD. 19-7
- G. Batch Plant Inspection

Testing agency shall inspect batching facilities and transit equipment for compliance with the requirements of Section 1928 A.5 and has been certified to comply with the requirements of the National Ready Mixed Concrete Association.

- 1. Testing agency shall receive and review said certificates upon delivery of batches at site, and deliver complete file of same to Architect upon completion of work.
- H. Concrete Tests Testing agency shall test concrete used in the work per the following paragraphs:
 - 1. Compressive Strength:
 - a. Minimum number of tests required: One (1) set of four (4) cylinders for each 50 cubic yards (Sec. 2-2604(h) (1) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).
 - b. One cylinder of each set shall be tested at seven (7) days and two (2) cylinders at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or Project Manager.
 - c. Concrete shall test the minimum ultimate compressive strength in 28 days, as specified on the structural drawings. In the event that the seven (7) day tests indicate the twenty-eight (28) day test will fall below specified strength, the proportioning of concrete shall be changed by the Contractor

and submitted to the Project Manager for review by the Architect/Engineer before subsequent pours.

- d. In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with ASTM C42 and tested as required for cylinders.
 - e. In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of State Architect
- I. Post-Installed Anchors:
- A. ACI 355.4 Qualification of Post-Installed Adhesive Anchors in Concrete
- J. Structural Steel Per Title 24 and as noted:
- 1. Material: Steel in Title 24, Section 2202 A.2 and 2212 A.1.
 - 2. Qualification of Welders (Title 24 Std., Section 2209A and 2212 A.5)
 - 3. Shop fabrication (Section 2212A.4 Structural steel only)
 - 4. Shop and field welding (Section 2212A.5)
- K. Glue-laminated Lumber:
- 1. Inspect fabrication and installation as required by Title 24, Section 2327A
- L. Plywood Web Joists
- 1. TRUS JOIST (TJI) member fabrication is to be continuously inspected by a fabrication inspector or especially approved for that purpose by the Office of Regulation Services.
 - 2. To be eligible for approval the fabrication inspector shall be examined as to their knowledge and experience in glued construction.
 - 3. Each TJI member shall be stamped with an identifying mark. The fabrication inspector shall make a verified report identifying the members by mark and including pertinent data such as certification of flange material and species, type of glue and other information as may be required. The fabrication inspector's verified report shall show, of their own personal knowledge, the work covered by the report has been performed and materials used in every member in accordance with, and in conformity to, the Office of Regulation Service's approved plans and specifications. The verified report shall be mailed to the Office of Regulation Services upon completion of fabrication.
- MICRO=LAM flange material is to be stamped, independent agency certified and visually checked for voids, slip sheets, stacked knots and double laps. Defects as noted shall be cause for rejection. Tests on the material are to be performed at the TJI plant a minimum to two (2) times per shift to:
- a. Verify species.
 - b. Establish M.O.R.
 - c. The sample is to be third point loaded in a flat wise simple span bend test over a $21 \times t$ span where "t" is the thinness of the MICRO=LAM and width of the specimen is the width of flange material being used for TJI fabrication. Calculated M.O.R.'s shall show a minimum of 7,500 psi.
 - d. Verify glue bond adequacy by a chisel test on each glue line of a specimen three (3) inches long of the chord material being used with an 80% minimum wood failure.
 - e. Test results are to be included with the above mentioned verified report.

4. Every tenth bundle of plywood for webs of the TJI shall be especially checked for grade, squareness and thickness per standards on file at the Office of Regulation Services. A specimen at the top, near the middle and near the bottom of the bundle shall be checked. Plywood webs shall be checked for squareness and width after each change in saw setting and at least once every four hours by measuring five specimens across the width at three points and diagonals, and visually checks on the long edge for curvature.
5. The fabrication Inspector shall continuously check the assembly process to assure proper open time, glue spread and glue tackiness for the butt joint as well as visual check for quality of the plywood edge. They shall check the glue in the rout for placement of the bead and for glue squeeze out. They shall verify push up and alignment of the webs to assure a tight joint. The fabrication Inspector shall check the finished product for full web flange joint penetration, joist depth and straightness.
6. Three test specimens of the finished product shall be randomly selected throughout a shift and tested as follows:

The specimen shall be eight feet long and contain a butt joint one foot from one end of the sample. The mill supplying the plywood in the specimen shall be recorded. It shall be cured with the production run and tested approximately one hour after removal from the oven. It shall be tested by applying a concentrated load at midspan through a six inch long plate.

If the specimen fails at a center span loading less than:

Minimum C e n t e r
TJI/35 Depth Span Loading

| | |
|----|------|
| 10 | 3310 |
| 12 | 4048 |
| 14 | 4784 |
| 16 | 5510 |
| 18 | 6232 |
| 20 | 6598 |

END OF SECTION

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.10 SECTION INCLUDES

- A. Codes and regulation governing construction facilities and practices
- B. Maintenance of construction facilities and temporary controls
- C. Temporary utilities and services
- D. Heating and cooling during construction
- E. Ventilation during construction
- F. Temporary water service
- G. Temporary sanitary facilities
- H. Temporary power and lighting
- I. Temporary telephone service
- J. Temporary construction barriers, enclosures and passageways
- K. Protection of completed Work
- L. Security
- M. Fire protection
- N. Protection of installed Work
- O. Runoff control
- P. Cleaning during construction
- Q. Field offices and sheds
- R. Construction parking
- S. Vehicular Traffic on occupied campuses
- T. Alarm, Communication and Bell Passing Systems
- U. Removal of construction facilities and temporary controls

1.2 RELATED DOCUMENTS AND SECTIONS A. Section 01010: Summary of the Project

- A. Section 01010: Summary of the Project.
- B. Section 01710: Cleaning Requirements

1.3 CODES AND REGULATIONS

- A. Fire Regulations: Comply with requirements of fire authorities having jurisdiction, including California Fire Code (CFC) Article 87 during performance of the Work.
- B. Safety Regulations: Comply with requirements of all applicable Federal, State and local safety rules and regulations. Contractor shall be solely responsible for jobsite safety.
- C. Barricades and Barriers: As required by governing authorities having jurisdiction, provide substantial barriers, guardrails and enclosures around Work areas and adjacent to embankments and excavations for protection of workers and the public.
- D. Noise Abatement Regulations: Comply with requirements of noise abatement regulations, such as use of mufflers on powered equipment and scheduling of construction activities to permitted hours only.

1.4 PROTECTION OF EXISTING CONDITIONS

- A. Protection of Adjacent Property: Contractor shall restrict Work to limits indicated on the Drawings and as specified in Section 01010 — Summary of Work. Protect existing adjacent properties from damage, including soiling and debris accumulation.

1.5 MAINTENANCE OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Maintenance: Use all means necessary to maintain construction facilities and temporary controls in proper and safe condition throughout progress of the Work.
- B. Replacement: In the event of loss or damage, promptly restore temporary construction facilities and controls by repair or replacement at no charge in the Contract Price or Contract Time.

1.6 TEMPORARY UTILITIES AND SERVICES

- A. Temporary Utilities and Services, General: All utilities and other services necessary for proper performance of the Work shall be provided by Contractor, unless specifically noted otherwise. Temporary utilities and services shall conform to all applicable requirements of authorities having jurisdiction and serving utility companies and agencies, including the following:
 - 1. NFPA Document 241 — Building Construction and Demolition Activities
 - 2. ANSI A10 Series — Safety Requirements for Construction and Demolition
 - 3. NECA Electrical Design Library — Temporary Electrical Facilities
- B. Temporary Connections and Fees: Contractor shall arrange for services and pay for all fees and service charges for temporary power, water, sewer, gas and other utility services necessary for the Work.
- C. Permanent Connections and Fees: Contractor shall arrange for utility agencies and companies to make permanent connections. District will arrange for permanent utility account and pay permanent connection fees. After Substantial Completion review and determination that Work is acceptable, District will pay utility service charges for services delivered through permanent connections, for normal quantities.

1.7 HEATING AND COOLING

- A. Temporary Heating and Cooling: Provide and pay for temporary heating and cooling devices, fuel and related service charges to provide ambient temperatures as required to maintain specified conditions for construction operations.
- B. Use of Permanent Heating and Cooling Systems: Permanent heating and cooling equipment may be used after completion, testing and inspection of systems and approval of code authorities having jurisdiction.
 - 1. Prior to operation of permanent heating equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place.
 - 2. Contractor shall provide and pay for operation, maintenance and regular replacement of filters and worn or consumed parts.

3. Immediately prior to Substantial Completion review, change disposable filters and clean permanent filters of equipment used during construction.
- C. Temperature Criteria: Maintain minimum ambient temperature of minimum of 50 degrees F and maximum of 80 degrees F in areas where construction is in progress, unless otherwise specified.

1.8 VENTILATION DURING CONSTRUCTION

- A. Ventilation during Construction: Provide and pay for temporary ventilation devices, energy and related service charges.
- B. Use of Permanent Ventilation Systems: Permanent ventilation equipment may be used after completion, testing and inspection of systems and approval by District and authorities having jurisdiction.
1. Prior to operation of permanent ventilation equipment for ventilation purposes during construction, verify that equipment is lubricated and filters are in place.
 2. Contractor shall provide and pay for maintenance and regular replacement of filters and worn or consumed parts of permanent ventilation system used for ventilation during construction.
 3. Immediately prior to Substantial Completion, review change disposable filters and clean permanent filters of equipment used during construction.
- C. Ventilation Criteria: Ventilate enclosed areas to assist cure of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapor and gases.

1.9 TEMPORARY WATER SERVICE

- A. Temporary Water Service: Arrangements for temporary water service during construction, including permit, shall be made by Contractor directly with the serving water utility.
1. Locate and connect to existing water service during construction, including permit, shall be made by Contractor directly with the serving water utility.
 2. Extend branch piping with outlets located so that water is available by use of hoses.
 3. Temporary water service piping, valves, fittings and meters shall comply with requirements of the serving water utility and the Uniform Plumbing Code (UPC).
 4. All costs for temporary construction water system, including water consumption, shall be included in Contract Price.
- B. Use of Permanent Water System: Permanent water system may be used for construction water after completion, sterilization, testing and inspection of system, after approval by authorities having jurisdiction and after review by District.
1. Until permanent water meter is set and utility company account is established for District, Contractor shall pay all costs of water consumed during construction.
 2. After permanent water meter is set and water service account is established, District will pay for reasonable quantities of water consumed during construction. Excessive water usage shall be paid by Contractor through Contract Price adjustment.

1.10 TEMPORARY SANITARY FACILITIES

- A. Temporary Sanitary Facilities: Provide and maintain temporary sanitary facilities and enclosures for use by construction personnel.
- B. Use of Permanent Sanitary Facilities: Do not use permanent sanitary facilities unless provided by District. Immediately prior to Substantial Completion review, thoroughly clean and sanitize permanent sanitary facilities used during construction.

1.11 TEMPORARY POWER AND LIGHTING

- A. Temporary Power and Lighting, General: Comply with NECA Electrical Design Library — Temporary Electrical Facilities.
- B. Temporary Power: Provide electric service as required for construction operations, with branch wiring and distribution boxes located to provide electrical service for performance of the Work.
 - 1. Provide temporary electric feeder connected to electric utility service at location determined by Contractor and as approved by the serving electric utility and County of Sacramento Building Department.
 - 2. Temporary power conduit, raceways, fittings, conductors, panels, connections, disconnects, over current protection, outlets and meters shall comply with requirements of the serving electric utility, California Electrical Code (CEC) and requirements of City and County authorities having jurisdiction.
 - 3. Contractor shall pay all costs to establish temporary electric service and shall pay for electric power consumed.
 - 4. As necessary in order to maintain construction progress, Contractor shall provide and pay all costs associated with electrical generators used for temporary power.
- C. Temporary Lighting: Provide temporary lighting as necessary for proper performance of construction activities and for inspection of the Work.
 - 1. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails and lamps, as required.
 - 2. Maintain lighting and provide routine repairs.
- D. Protection: Provide weatherproof enclosures for power and lighting components as necessary. Provide over current and ground fault circuit protection, branch wiring and distribution boxes located to allow convenient and safe service about Project site. Provide flexible power cords as required.
- E. Use of Permanent Power and Lighting Systems: Permanent power and lighting systems may be used after completion, testing and inspection of systems and approval by District and authorities having jurisdiction.
 - 1. Contractor shall maintain lighting and make routine repairs and replacements, as necessary.
 - 2. District will pay for reasonable amounts of electricity consumed after permanent power system is operational, approved by authorities

having jurisdiction and District's account with serving utility has established.

- F. Service Disruptions: When necessary for energizing and de-energizing temporary electric power systems, minimize disruption of service to those served by public mains. Schedule transfers at times convenient to District and to adjacent property owners and occupants.

1.12 TEMPORARY TELEPHONE SERVICE

A. Telephone Service to Field Office: Provide telephone service to field office, including facsimile equipment (FAX Machine) to facilitate graphic communications.

1. All costs of such telephone service shall be included in Contract Price.
2. Restrict use of Contractor's telephone by subcontractors and suppliers, to facilitate communication with District and Architect.

1.13 TEMPORARY BARRIERS, ENCLOSURES AND PASSAGE WAYS

A. Temporary Barriers, General: Provide barriers and guardrails as required to provide for public safety, to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

1. Buildings under renovation shall be completely surrounded with six (6) foot high steel chain link fencing. Construction personnel accessing these areas shall do so in such a manner as not to encroach on any portion of the campus being used for student activities.
2. Open trenches or excavation pits in pedestrian areas shall be covered by a minimum of $\frac{3}{4}$ " plywood sheeting, or material appropriate to width of opening, and surrounded with caution tape.

B. Contractor and Architect shall verify that all barriers in the path of travel have been removed in accordance with Section 1023, CBC.

C. Gate hardware at accessible paths of travel to be reviewed and accepted by District. Landscape Barriers: Provide barriers around trees and plants designated to remain.

1. Locate barriers as directed outside of drip line of tree or plant.
2. Protect entire area under trees against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.
3. Contractor shall pay all costs to restore trees and plants within barriers that are damaged by construction activities. Restoration shall include replacement with plant materials of equal quality and size. Costs shall include all fines levied by governing authorities having jurisdiction, if any.

D. Guard Rails: Provide guard rails along tops of embankments and excavations. Along public walk ways and are as accessible by the public, adjoining excavations, provide guardrails in addition to fencing.

1. Guardrails shall be substantially and durable constructed of lumber, firmly anchored by posts embedded in concrete, and complying with Code requirements for temporary barriers.

2. Guardrails shall comply with dimensional requirements and accommodate loads as prescribed by Code for permanent guardrails.

E. Security Closures: Provide temporary closures of openings in exterior surfaces to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.

F. Weather Closures: Provide temporary weather-tight closures at exterior openings to prevent intrusion of water, to create acceptable working conditions, to protect complete Works and to maintain temporary heating, cooling and ventilation. Provide access doors with self-closing hardware and locks.

G. Dust and Debris Barriers: Provide barriers for dust and debris to prevent damage and soiling of existing facilities.

H. Temporary Access, Passage and Exit Ways: Construct temporary stairs, ramps, and covered walkway, with related doors, gates, closures, guardrails, handrails, lighting and protective devices, to maintain access and exit ways to existing facilities to remain operational.

1. Design and location of temporary construction shall be by Contractor, subject to review by District, Architect and authorities having jurisdiction.

2. Provide temporary lighting, illuminated interior exit signage, non-illuminated directional and instructional signage, and temporary security.

3. Alarms for temporary exits and exit passageways.

4. Temporary measures shall suit and connect to existing building systems, and shall be approved by District and authorities having jurisdiction.

1.14 SECURITY

A. Security Responsibility: Security of the Project area shall be solely the Contractor's responsibility until completion of the Work.

B. Security Provisions, General: Provide security program and facilities to protect Work from unauthorized entry, vandalism and theft.

C. Guard Service: At Contractor's discretion, employ guards to protect the site after working hours.

1.15 FIRE PROTECTION

A. Fire Protection Responsibility: Protection of Project from fire shall be solely Contractor's responsibility.

B. Fire Protection Provisions, General: Maintain, at a minimum the Work in conditions to minimize fire hazards and provide adequate fire protection devices, such as suitable fire extinguishers, blankets, warning signs and storage containers.

C. Special Fire Protection Provisions: During hazardous construction activities, maintain fire protection devices immediately available for use at the location of such activities.

D. Temporary Fire Sprinkler Provisions: Where existing fire sprinkler system is affected by demolition and re-construction activities, provide either temporary fire protection measures

acceptable to governing authorities having jurisdiction or modify existing system as necessary to maintain fire protection. Include extension and additions to standpipe system, for Fire Department connections. Comply with California Fire Code (CFC) Article 87 during all phases of the Work.

1.16 PROTECTION OF INSTALLED WORK

- A. Protection of Installed Work, General: Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.

- B. Protective Coverings: Provide protective coverings at walls, projections, jambs, sills, and soffits of openings as necessary to prevent damage from construction activities, such as coatings applications, and as necessary to prevent other than normal atmospheric soiling.

- C. Traffic Protection: Protect unfinished floors, stairs and other surfaces from traffic, soiling, wear and marring.
 - 1. Provide temporary covers of plywood, reinforced draft paper or temporary rugs and mats. Temporary covers shall not slip or tear under normal use.
 - 2. Prohibit traffic and storage on waterproofed and roofed surfaces and on landscaped areas.
 - 3. Protect newly fine graded, seeded and planted areas with barriers and flags to designate such areas as closed to pedestrian and vehicular traffic.

1.17 RUNOFF CONTROL

- A. Erosion and Sedimentation Control: Erosion and sedimentation control provisions shall meet or exceed minimum requirements of authorities having jurisdiction. When provisions are indicated on Drawings, they are minimum requirements. If no sedimentation control system is shown, then Contractor shall design and provide system to prevent siltation of adjacent property as required by governing authorities having jurisdiction. See Civil Drawings for additional requirements and details.
 - 1. Implement erosion and sedimentation control provisions prior to commencing site clearing, grading, backfilling and compacting or other construction activities which will expose soil to erosion and potential for sediment-laden runoff.
 - 2. Ensure that sediment-laden water does not enter drainage systems.
 - 3. Maintain erosion and sedimentation control provisions until Substantial Completion review is completed for landscaping, or sooner if approved by authorities having jurisdiction.
 - 4. Implementation, maintenance, replacement and additions to erosion and sedimentation control provisions shall solely be the responsibility of the Contractor. As construction progresses and seasonal conditions dictate, more erosion and sedimentation controls may be required. If so, Contractor shall provide additional provisions over and above minimum requirements, as necessary.

- B. Drainage: Grade site and other Work areas to drain.
 - 1. Provide temporary drainage ditches and diversion measures as necessary to protect construction.
 - 2. Provide erosion control measures as necessary and as required by authorities having jurisdiction. Comply with local water quality control requirements, as applicable.

- C. De-Watering: Maintain excavations free of water. Provide and operate pumping equipment as necessary.
1. Removal of contaminated water from excavations, dewatering of contaminated groundwater and discharging of contaminated soils via surface erosion is prohibited.
 2. Dewatering of non-contaminated groundwater shall be performed only after Contractor obtains a National Pollutant Discharge Elimination System Permit from the State or Regional Water Quality Control Board having authority. Costs of such permit shall be included in the Contract Price.
- D. Runoff Control: Surface runoff and other waters may be encountered at various times during construction. Contractor, by signing the Agreement, acknowledges that risks arising from surface runoff and other waters have been investigated and considered, and Contract Price and Contract Time include all costs associated with runoff control.
1. It shall be the responsibility of the Contractor to protect Work from detrimental effects of all waters encountered.
 2. It shall be the responsibility of the Contractor to protect Work from detrimental effects of runoff.
 3. Should damage to the Work due to surface or other water occur prior to acceptance of the Work by District, Contractor shall repair or replace Work at no change in Contract time or Contract Price.
- E. National Pollutant Discharge Elimination System: Contractor shall comply with requirements of environmental protection and storm drainage authorities having jurisdiction.
1. Project Area and other areas affected by Work under the Contract shall be maintained in such condition that anticipated storm runoff does not carry wastes and other pollutants off the site.
 2. Discharges of material other than storm water will be allowed only when necessary for performance of the Work and where such discharge does not cause the following:
 - a. Cause or contribute to a violation of applicable water quality standard
 - b. Cause or threaten to cause pollution, contamination or nuisance, as determined by authorities having jurisdiction. Potential pollutants include but are not limited to:
 - (1) Solid or liquid chemical spills
 - (2) Wastes from paints, stains, sealants, adhesives, limes, pesticides, herbicides, wood preservatives and solvents
 - (3) Asbestos fibers, paint flakes or fragments of plaster and Painting
 - (4) Fuels, lubricants, hydraulic fluids, coolants, battery electrolytes
 - (5) Vehicle or equipment, degreasing, steam cleaning and wash water
 - (6) Concrete, mortar and plaster mix and cleaning water
 - (7) Detergents and floatable wastes
 - (8) Super chlorinated potable water line flushing
 - c. Contain hazardous substances in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302.

3. During performance of the Work, disposal of such materials shall occur at a temporary on-site location, physically separated from potential storm water runoff, with ultimate disposal in compliance with all applicable local, regional, State and Federal requirements.

F. Pavement clearing and Cleaning: Keep site access ways, parking areas and building access and exit facilities clear of mud.

1. Remove mud, soil and debris and dispose in a manner which will not be injurious to persons, property, plant materials and site.
2. Comply with runoff control requirements stated above and as required by authorities having jurisdiction.

1.18 FIELD OFFICES AND SHEDS

A. Contractor's Field Office: Provide a mobile field office of weather -tight construction, with lighting, power, ventilation, heating and cooling to house Contractor, at the Districts discretion.

1. Contractor shall ensure that neither Contractor's Field Office nor other jobsite facilities are used for living quarters.
2. Contractors' Field Office shall present neat, business -like appearance at all times, internally and externally.
3. Contractor is responsible for his own utilities and telephone service; storage trailers; general and special collection and disposal of wastes; rodent and pest control; first aid supplies; fire extinguishers of NFPA recommended types for the exposures; scaffolding, ladders and platforms, barricades, warning signs and lights; power; lighting; water and toilets required by the construction work.

B. Storage Sheds for Tools, Materials and Equipment: Provide weather -tight sheds, with heat and ventilation appropriate for storage of products requiring controlled conditions, with adequate space for organized storage and access, and lighting for inspection of stored materials.

1.19 CONSTRUCTION PARKING

A. Construction Parking: Construction personnel may park in designated areas only.

1. Do not park on public roadways unless approved by local police authorities.
2. Do not park in staff parking lots at any time.
3. Maintain clear access ways and parking for emergency vehicles, as required by local police and fire authorities.

B. Parking Area Cleaning: Keep parking areas clear of construction debris, especially debris hazardous to vehicle tires.

1.20 VEHICULAR TRAFFIC ON OCCUPIED CAMPUSES

A. Spotters: Provide spotters to walk in front of vehicles delivering materials on occupied campuses.

1. No vehicle shall travel off paved areas without a spotter.
2. Coordinate with District for appropriate times for material delivery.

- 1.21 ALARM, COMMUNICATIONS AND BELL PASSING SYSTEMS
- A. Communications Systems: Maintain a fully operational communications, bell passing and fire alarm system during construction.
- 1.22 REMOVAL OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
- A. Removal of Construction Facilities and Temporary Controls: Unless otherwise mutually agreed by District and Contractor, remove temporary materials, equipment, services and construction prior to Substantial Completion review.
- B. Cleaning and Repairs: Clean and repair damage caused by installation or use of temporary facilities on public and private rights of way.
- C. Removal of Temporary Utilities and Restoration: Remove temporary underground utility installations to a depth of 2 -feet. Backfill, compact and regrade site as necessary to restore areas or to prepare for indicated paving and landscaping.

END OF SECTION

SECTION 1580 – TEMPORARY INFORMATIONAL SIGNAGE

- A. On-site temporary informational signs to be maintained during Contract.

RELATED DOCUMENTS AND SECTIONS

- A. Section 01500: Temporary Facilities and Controls

1.3 SUBMITTALS

- A. Shop Drawings: Submit layout of sign faces to District and Architect for review and approval. Accurately depict lettering styles, graphics and colors.

QUALITY ASSURANCE

- A. Sign Painter's Qualifications: Sign painter shall be regularly engaged and specializing, for the preceding 3 years, in the design, execution, construction and installation of exterior signage of equivalent type, size and complexity as those required for Project.

PART 2 – PRODUCTS 2.1 SIGN MATERIALS

- A. Sign Structure and Framing: New materials, wood or metal, structurally adequate to support sign panel and suitable for specified finish.
- B. Sign Surfaces: Minimum ³/₄-inch thick, exterior grade, softwood plywood with medium or high density phenolic sheet overlay, standard large sizes to eliminate joints. Provide sheet thickness as required to span across framing members and provide even, smooth surface without waves or buckles.
- C. Rough Hardware: Galvanized steel, as specified in Section 05500 – Miscellaneous Metal Fabrications.
- D. Paint, Sign Face: Exterior quality primer and gloss enamel finish, as customarily used for sign painting, adequate to resist weathering and fading for the scheduled construction period.
- E. Paint, Sign Structure: Exterior quality, primer and flat finish paint, adequate to resist weathering and fading for scheduled construction period.

INFORMATIONAL SIGNS

- A. Restrictions: Signs other than Informational Signs specified above and Informational Signs specified below shall not be displayed without approval of District.
- B. Informational Signs: Informational signs, necessary for conduct of construction activities or required by governmental authorities having jurisdiction may be displayed when in conformance to sign construction and graphic requirements specified in this Section.
 - 1. District and Architect may review such signs. If so, review will be for sign construction, and graphic designs only.
 - 2. Adequacy of signage for safety and conformance to requirements of authorities having jurisdiction and trade practices shall be solely Contractor's responsibility.
- C. Sign Painting: Informational signage shall be produced by professional sign painters and be of size and lettering style consistent with use. Colors shall be as required by authorities having jurisdiction and, if not otherwise required, of colors consistent with Project graphics.

1. Sign Face Finish: Gloss enamel.
2. Structure Finish: Paint exposed surfaces of supports and framing members' one coat of primer and one coat of exterior paint, flat finish.

PART 3 — EXECUTION

INFORMATIONAL SIGNS INSTALLATION

- A. Informational Signs Construction: Construct sign support structure and install panels in durable manner, to resist high winds.
- B. Informational Signs Installation:
 1. Locate signs as necessary for construction activities and as required by authorities having jurisdiction.
 2. Install informational signs for optimum visibility, on ground-mounted posts or temporarily attached to surfaces of structures.
 3. Attachment methods shall leave no permanent disfiguration or discoloration on completed Work.
- C. Field Painting: Paint all surfaces and edges of sign face and support structure for finished appearance.

3.3 SIGNS MAINTENANCE

- A. Signs Maintenance: Maintain signs and supports in a neat, clean condition. Repair all damage and weathering to structure, framing and signage.
- B. Sign Relocation: Relocate signs as required by progress of the Work.

3.4 REMOVAL

- A. Project Information Signs Removal: Remove all informational signs, framing, supports and foundations prior to Substantial Completion review.

END OF SECTION

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.11 SECTION INCLUDES

- A. Products
- B. Transportation and Handling
- C. Storage and Protection

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 01330: Submittals Procedures - Administrative requirements for submission of results of tests and inspections.
- B. Section 01400: Quality Control 1.03

1.3 GENERAL PRODUCT REQUIREMENTS

- A. Products, General: Items purchased for incorporation in the Work, includes material, equipment and systems.
- B. Specific Product Requirements: Refer to requirements of Section 01400, Quality Control and individual product Specifications Sections in Divisions 2 through 16 for specific requirements for products.
- C. Minimum Requirements: Specified requirements for products are minimum requirements.
- D. Product Selection: Provide products that fully comply with Contract Documents, are undamaged and unused at installation.

1.4 TRANSPORTATION AND HANDLING

- A. Transportation, Delivery and Handling, General: Comply with manufacturer's instructions and recommendations for transportation, delivery and handling.
- B. Transportation: Transport product by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- C. Handling: Provide equipment and personnel to handle products by methods to prevent soiling or damage. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 STORAGE AND PROTECTION

- A. Storage and Protection, General: Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store sensitive products in weather-tight enclosure, maintain within temperature and humidity ranges required by manufacturer's instructions.
 - 2. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration and impervious sheet covering; provide ventilation to avoid condensation.
 - 3. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
 - 4. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

END OF SECTION

SECTION 01630 - PRODUCT SUBSTITUTION PROCEDURES

- A. Section Includes: General procedures for the Bid of substitutions from specified products.

1.2 MATERIAL REFERENCES

- A. Reference to equipment, material, article, or patented process by trade name or catalog number shall not be construed as limiting competition.
1. The Contract Documents indicate or specify materials, articles, and processes by trade, patent, proprietary name, or name of manufacturer.
 2. When known to the Architect, additional products or manufacturers acceptable to the Architect are listed. Bids shall be based only on specified or referenced products and systems.
 3. Referenced manufacturers are generally listed alphabetically to avoid the implication that any one manufacturer is preferred over another. In order to establish Intent and level of quality by listing product characteristics, a particular product may be listed as the basis of design.
- B. The naming of more than one manufacturer does not imply that all products of named manufacturers are acceptable for use on the Project. Where only one proprietary name is specified, materials or equipment of another manufacturer may be provided, but only if full compliance with other portions of the Specifications is satisfied, and of the equal basis of the proposed substitution is substantiated.
- C. Construction shall be in compliance with the cited standards and building code requirements for the materials specified.

1.3 SUBSTITUTIONS DURING BIDDING

- A. The Substitution Request Form provided in Specification 00675 shall accompany all proposed product substitutions and must be submitted with the bidder's bid. Substitution requests submitted by the Contractor without the Substitution Request Form will be returned to the Contractor unprocessed.
- B. Product changes shall not be incorporated into bids unless an Addendum has been issued modifying the original product specification.
- C. If the phrase NO SUBSTITUTIONS is used in the Contract Documents, the product is required to be used, in accordance with Public Contract Code section 3400(c).
- D. If bidder incorporates a substitute item in its bid, bidder is obligated to obtain approval of that substitute item as described elsewhere in this Section and the bid documents. If approval is not granted, bidder shall furnish the originally specified product.
- E. The process for making Substitution requests shall be as follows:
1. All requests for substitutions shall be made at the time of bid.
 2. Equipment, material, and articles installed or used without required acceptance shall be at the risk of subsequent rejection.
 3. The Substitution request shall include the name of the manufacturer, model number, cost savings, and other pertinent data sufficient to prove to the reviewer that the item is in fact an equal or superior product.
 - a. A chart comparing key features of specified and proposed substitute products shall be included.
 - b. Testing of a proposed substitute material to ensure compliance with the Specifications may be required by the District at Contractor's expense.

- c. When proposing substitutions for door hardware, submit full size samples of both the specified hardware and the proposed hardware for comparison by Architect.
 - d. Appearance unsatisfactory to the Architect or District will be valid grounds for rejection.
 - 4. If the proposed Substitution is not approved, Contractor shall furnish and install the originally specified product, at no cost or schedule change to the Contract; otherwise the bid will be deemed non-responsive.
 - 5. If the proposed Substitution is approved:
 - a. Contractor shall bear responsibility for costs of other products and installation methods requiring revisions caused by Contractor's substitution. Use of accepted substitutions shall in no way relieve the Contractor from responsibility for compliance with the Contract Documents after installation.
 - b. No modifications to Contract schedule shall be granted.
 - c. If there is a cost savings, District may initiate a deductive change order.
 - d. Substitutions affecting DSA Structural, Fire or Access require submittal to DSA as a CCD for approval.
- F. Substitutions that result in a change to the DSA -approved construction Documents of any structural material, member, or connection, or result in increased vertical or lateral loading of the structure, shall not be incorporated into the construction until approved by the DSA Field Engineer.
- G. In the event the Substitution request requires drawings or services of the Architect, his consultants, or DSA Approval to facilitate installation or erection of any portion of the work, the Contractor shall accept the responsibility to hire and pay for such professional services. A flat hourly rate, as agreed upon, shall be paid by the Contractor whether the change is accepted or rejected. If such payment is not made in a timely manner, the District may deduct the amount from the Contract Price.

1.4 SUBSTITUTIONS AFTER AWARD OF CONTRACT

- A. If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The Contractor shall comply with all Substitution request requirements in Section 1.3 above.
- B. The District, in its sole discretion, may accept a request for substitution by the Contractor or may request Contractor substitute a specified item after bid. Any substitutions requested after bids are opened shall be subject to the same conditions and requirements set forth in Section 1.3 above. If any substitutions, that in the District or Architect's determination, results in a credit to the District, the credit amount shall be agreed upon in writing, otherwise, the request for substitution shall be deemed denied.
- C. Failure to place orders for specified equipment or material sufficiently in advance of the scheduled installation date will not be considered a valid reason for Contractor to make a request for substitution or to deviate from the Contract Documents.

END OF SECTION

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SECTION 01702 - NON-ASBESTOS CERTIFICATE

We here by certify that no asbestos materials have been used in the products and materials provided by _____
(Name of Contractor/Subcontractor) on the _____

Project.

I certify that I have the power to sign this document as a Corporate Officer or authorized agent for Contractor/Subcontractor.

AFFIX CORPORATE SEAL

Name: _____

Signature: _____

Name & Title, if applicable: _____

Company Name:

THIS DOCUMENT MUST BE NOTARIZED

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ }ss.

On this _____ day of _____, 20____, before me _____ the undersigned Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary
Signature

END OF SECTION

SECTSECTION 01710 - CLEANING

PART 1 – GENERAL

1.13 SECTION INCLUDES

- A. Cleaning during Construction

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 00700: General Conditions
- B. Section 00875: Contract Closeout
- C. Section 01010: Summary of Work

PART 2 – PRODUCTS

1.1 01 MATERIALS

- A. Use cleaning methods and materials recommended by manufacturer for surface to be cleaned.

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

- A. Garbage Control: Control accumulation of debris, waste materials and rubbish; periodically dispose of debris, waste and rubbish off-site in a legal manner.
- B. Cleaning, General: Clean sidewalks, driveways and streets frequently to maintain public thoroughfares free of dust, debris and other contaminants.
- C. Parking Area Cleaning: Keep parking areas clear of construction debris, especially debris hazardous to vehicle tires.
- D. Thoroughfare clearing and Cleaning: Keep site access ways, parking areas and building access and exit facilities clear of mud.
 - 1. Remove mud, soil and debris and dispose in a manner which will not be injurious to persons, property, plant materials and site.
 - 2. Comply with runoff control requirements stated above and as required by governing authorities having jurisdiction.
- E. Cleaning Frequency: At a minimum, clean Work areas daily.
- F. Failure to Clean: Should cleaning by Contractor not be sufficient or acceptable to District, especially regarding sidewalks, driveways, streets and other public thoroughfares, District may engage cleaning service to perform cleaning and deduct costs for such cleaning from sums owed to Contractor

3.2 INTERIOR CLEANING FOR FINAL COMPLETION

- A. Interior Cleaning for Final Completion, General: Complete final cleaning before submitting final Application for Payment. Employ professional building cleaners to thoroughly clean building immediately prior to Final Completion inspection by District and, if applicable, by authorities having jurisdiction.
 - 1. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from all visible interior and exterior surfaces.

2. Remove dust from all horizontal surfaces not exposed to view, including light fixtures, ledges and plumbing fixtures.
 3. Clean all horizontal surfaces to dust-free condition, including tops of door and window frames, tops of doors and interiors of cabinets and casework.
 4. Perform sanitary cleaning of toilet, lavatory and shower facilities and food service equipment, as applicable.
- B. Accessories and Fixtures Cleaning: Clean building accessories, including toilet partitions, fire extinguisher cabinets, lockers and toilet accessories, all plumbing fixtures and all lighting fixtures lenses and trim.
- C. Glass and Mirror Cleaning: Clean and polish all glass and mirrors as specified.
- D. Metalwork: Clean and buff all metalwork, to be free of soiling and finger prints. Mirror finished metalwork shall be buffed to high luster.
- E. Floor Cleaning:
1. Exposed concrete floor: Thoroughly sweep and wet mop floors in enclosed spaces. At parking area and ramps, sweep and hose off floor surface.
 2. Ceramic tile flooring: Thoroughly sweep and mop tile flooring. Comply with specific requirements in tile and installation materials manufacturer's instructions for cleaning materials.
 3. Resilient flooring: Thoroughly sweep all resilient flooring. Damp wash and wax (as appropriate) all resilient flooring. Comply with specific requirements in applicable resilient flooring Sections, and notes of the Drawings.
 4. Carpeting: Clean and vacuum all carpeting. Clean as necessary to restore to like-new condition.
- F. Ventilation System Cleaning: Replace filters and clean heating and ventilating equipment used for temporary heating, cooling and ventilation.

3.3 SITE CLEANING FOR FINAL COMPLETION

- A. Site Cleaning for Final Completion: Boom clean exterior paved surfaces. Rake clean other surfaces of the grounds.
1. Wash down and scrub where necessary all paving soiled as a result of construction activities. Thoroughly remove mortar droppings, paint splatters, stains and adhered soil.
 2. Remove from the site all construction waste, unused materials, excess soil and other debris resulting from the Work.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - a. Clean exposed exterior hard surfaced finishes, where affected by Contract work, to a dust-free condition, free of stains, films, and similar foreign substances.
 - b. Clean the site of rubbish, litter and other foreign substances.

3.4 CLEANING INSPECTION

- A. Cleaning Inspection: Prior to Final Payment or acceptance by District for partial occupancy or beneficial use of the premises, District and Contractor shall jointly conduct an inspection of interior and exterior surfaces to verify that entire Work is acceptably clean.
- B. Inadequate Cleaning: Should final cleaning be inadequate, as determined by the District, and Contractor fails to correct conditions, the District may engage cleaning service under separate contract and deduct cost from Final Payment.

END OF SECTION

SECTION 01732 - CUTTING AND PATCHING

- GENERAL

RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;

Special Conditions;

Hazardous Materials Procedures and Requirements;

Hazardous Materials Certification;

Lead-Based Paint Certification;

Imported Materials Certification.

CUTTING AND PATCHING:

Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

Make several parts fit together properly.

Uncover portions of Work to provide for installation of ill-timed Work.

Remove and replace defective Work.

Remove and replace Work not conforming to requirements of Contract Documents.

Remove Samples of installed Work as specified for testing.

Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.

In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

SUBMITTALS:

Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:

The work of the District or other trades.

Structural value or integrity of any element of Project.

Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.

Efficiency, operational life, maintenance or safety of operational elements.

Visual qualities of sight-exposed elements.

Contractor's Request shall also include:

Identification of Project.

Description of affected Work.

Necessity for cutting, alteration, or excavations.

Affects of Work on District, other trades, or structural or weatherproof integrity of Project.

Description of proposed Work:

Scope of cutting, patching, alteration, or excavation.

Trades that will execute Work.

Products proposed to be used.

Extent of refinishing to be done.

Alternates to cutting and patching.

Cost proposal, when applicable.

The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.

Written permission of other trades whose Work will be affected.

QUALITY ASSURANCE:

Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

PAYMENT FOR COSTS:

Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.

District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

- PRODUCTS

MATERIALS:

Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.

Materials to be cut and patched include those damaged by the performance of the Work.

- EXECUTION

INSPECTION:

Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

PREPARATION:

Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

Contractor shall provide devices and methods to protect other portions of Project from damage.

Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

ERECTION, INSTALLATION AND APPLICATION:

With respect to performance, Contractor shall:

Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.

Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.

Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.

Contractor shall employ original installer or fabricator to perform cutting and patching for:

Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

Sight-exposed finished surfaces.

Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.

Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.

Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF SECTION

PART 1 –
GENERAL

SECTION 01783 - OPERATION AND MAINTENANCE DATA

1.14 SECTION
INCLUDES

- A. Format and content of operation and maintenance manuals.
- B. Submission of operation and maintenance manuals.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 01010: Summary of Work
- B. Section 01400: Quality Control
- C. Section 01600: Product Requirements
- D. Section 00875: Contract Closeout
- E. Individual Product Specification Sections: Specific requirements for operation and maintenance data

1.3 QUALITY ASSURANCE

- A. Preparation of data shall be done by persons:
 - 1. Trained and experienced in maintenance and operation of the described products.
 - 2. Familiar with the requirements of this Section
 - 3. Skilled in technical writing to the extent required to communicate essential data
 - 4. Skilled as drafters competent to prepare required drawings

1.4 FORMAT AND CONTENT OF OPERATION AND MAINTENANCE MANUALS

- A. Format for Operation and Maintenance Data Manuals: Prepare data in the form of an instructional manual. Comply with the general requirements specified below and comply with specific requirements for types of products. See Para 1.6 -SUBMISSION OF OPERATION AND MAINTENANCE MANUALS for number of copies of manuals.
- B. Binders: 8-1/2" x 11", standard three-ring binders with heavy duty vinyl covers with hard cardboard backing, white in color, with provision on binder spine for inserting identification card; Maximum binder ring size shall be 3 inches. Use multiple binders as necessary to avoid over filling. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed card inserted on binder spine, stating OPERATION AND MAINTENANCE DATA, the Project name and the general subject matter of the contents of the binder.
- D. Operation and Maintenance Data Organization: Organize operation and maintenance data in 3-ring binders and organize the contents of each binder following the organization of the Contract Specifications.
 - 1. Organize the group of binders and the contents of individual binders in sequence according to the Section numbers and titles as listed in the Table of Contents of the Project Manual. Number the binders consecutively.
 - 2. Organize each binder with color -coded tabbed dividers for each distinct product and system, with typed inserts in tabs identifying each product or system.
 - 3. Within each tabbed division, include a cover sheet identifying the specific products and component parts included in the tabbed division.

4. If the products of more than one Specification Section are included in the binder, provide separate, heavy cover stock dividers to separate information for each Section.
- E. Title Page: In each volume (binder) of operation and maintenance data, include a title page with the following:
 1. Name of Project.
 2. Names, addresses and telephone numbers of responsible design professionals (Architect, Consultants, Construction Manager, as applicable).
 3. Name, address and telephone numbers of Contractor, including names of contact persons.
- F. Table of Contents: In each volume (binder) of operation and maintenance data, include a listing of the contents of the volume.
- G. Operation and Maintenance Data: Include manufacturer's pre-printed data where feasible or provide typewritten data on 20 pound correspondence quality bond paper.
- H. Drawings: When included, neatly fold drawings to size of text pages and provide reinforced, punched binding edge. Add binding strip as necessary to avoid punching through drawing content.

Additional Data: As specified in individual product Specification Sections.

1.5 DATA REQUIREMENTS FOR MATERIALS AND FINISHES

- A. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- B. Data for Moisture Protection and Weather — Exposed Products: Include product data listing application reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance and repair.
- C. Additional Requirements: As specified in individual product Specification Sections.

1.6 SUBMISSION OF OPERATION AND MAINTENANCE MANUALS

- A. Submittal: submit three (**3**) copies to the Construction Manager prior to submission of final Application for Payment.

SECTION 01785 - PRODUCT WARRANTIES AND BONDS

PART 1 — GENERAL

1.1 SECTION INCLUDES

- A. General administrative and procedural requirements for preparation and submission of warranties and bonds as required by the Contract Documents, including manufacturer's standard warranties on products and special Project warranties.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 00700: General Conditions of the Contract
 - B. Section 01010: Summary of Work
 - C. Section 01330: Submittal Procedures
 - D. Section 00875: Contract Closeout
 - E. Section 00870: Contractor's Guarantee
- Individual Product Specification Sections: Specific project warranty requirements.

1.3 DEFINITIONS

- A. **Warranty:** Assurance to District by Contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work, in whole or in part, for the duration of the specified period of time.
- B. **Guarantee:** Assurance to District by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- C. **Standard Product Warranty:** Preprinted, written warranty published by product manufacturer for particular products and specifically endorsed by the manufacturer to the District.
- D. **Special Project Warranty:** Written warranty required by or incorporated into Contract Documents, to extend time limits provided by standard warranty or to provide greater rights for District.
- E. **Correction Period:** As defined in the Conditions of the Contract, Correction Period shall be synonymous with "warranty period", "guarantee period" and similar terms used in the Contract Specifications.

1.4 WARRANTIES AND GUARANTEES

- A. **Warranties and Guarantees: General:** Provide all warranties and guarantees with District named as beneficiary. For equipment and products or components thereof bearing a manufacturer's warranty or guarantee that extends for a period of time beyond the Contractor's warranty.
- B. **Provisions for Special Warranties:** Refer to Conditions of the Contract for terms of the Contractor's special warranty of workmanship and materials.
- C. **General Warranty and Guarantee Requirements:** Warranty shall be an agreement to repair or replace, without cost and undue hardship to the District, Work performed under the Contract which is found to be defective during the Correction Period (Warranty or Guarantee) period. Repairs and replacements due to improper maintenance or

operation, or due to normal wear, usage and weathering are excluded from warranty requirements.

- D. Specific Warranty and Guarantee Requirements: Specific requirements are included in product Specification Sections of Divisions 2 through 16, including content and limitations.
- E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties and guarantees shall not relieve Contractor of responsibility for warranty and guarantee requirements for the Work that incorporates such products, nor shall they relieve suppliers, manufacturers, and installed required to countersign special warranties with Contractor.

1.5 PREPARATION OF WARRANTY AND BOND SUBMITTALS

- A. Number of copies: Make all submittals of warranties, guarantees and bonds in duplicate.
- B. Project Warranty and Guarantee Forms: Prepare written documents utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer.

1.6 FORM OF WARRANTY AND BOND SUBMITTALS

- A. Form of Warranty and Bond Submittals: Prior to final Application and Certificate for Payment, collect and assemble all written warranties and guarantees into binders and delivery binders to Construction Manager for final review and acceptance.

1.7 TIME OF WARRANTY AND BOND SUBMITTALS

- A. Submission: Submit fully executed copies of warranties, guarantees and bonds within ten (10) days of date identified in Notice of Completion, but no later than three (3) days prior to date of final Application for Payment.
- B. Date of Warranties and Bonds: Unless otherwise directed or specified, commencement date or warranty, guarantee and bond periods shall be the date established in the Notice of Completion.

END OF SECTION

SECTION 01789 - PROJECT RECORD DOCUMENTS

- A. Maintain at the site one full size record copy of the following:
 - 1. Plain paper copy drawings (Project Record Drawing prints).
 - 2. Project Manual (Conditions of the Contract and specifications).
 - 3. Addenda.
 - 4. Modifications (Proposed Change Orders, RFI's, Change Orders, Construction Change Directives, Construction Change Documents, written orders) and other changes in the work issued by Architect, District or Project Manager.
 - 5. Submittals (Shop Drawings, product data, and samples)
 - 6. Quality control documents (field test records).

- B. Related Sections:
 - 1. Section 01005: Administrative Procedures.
 - 2. Section 01400: Quality Control

1.2 STORAGE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.

- B. Make documents and samples available for review by Construction Manager, Architect, Project Inspector and District.
 - 1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
 - 2. Demonstrate that project record documents are up-to-date each month as a condition to approval of Application and Certificate of Payment.

1.3 RECORDING

- A. Record information concurrently with construction progress. Do not conceal work until required information is recorded.

- B. Drawings: Provide, and maintain in an up-to-date condition, a complete record set of prints indicating each change from original Contract Drawings. Complete entries in a neat, clear, and professional manner. Legibly record actual construction of the following: Depth of foundation in relation to finish first floor.
 - 1. Horizontal and vertical locations of underground utilities and appurtenances, with references to permanent surface improvements.
 - 2. Locations of internal utilities and appurtenances concealed in the construction, including under slab, with references to visible and accessible features of the structure.
 - 3. Field changes of dimensions and details. Changes made by Addenda, RFI, approved Proposed Change Orders, approved Change Orders and

other changes in the work issued by the Architect, District or Project Manager.

5. Details not issued with original Contract Drawings.

C. Specifications and Addenda: Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Addenda, RFI, approved Proposed Change Orders, approved Change Orders and other changes in the work issued by the Architect, District or Project Manager.

1.4 SUBMITTALS

A. Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain Inspector's approval of the record set and employ a competent draftsman to transfer the updated project record information to the most current version of AutoCAD, and print a complete set of reproducible documents. When completed Contractor shall deliver reproducible and Diskette with AutoCAD file to Construction Manager.

1. Sets shall be clearly marked PROJECT RECORD in 3/8-inch high (38-point) letters.
2. District to provide AutoCAD base drawings for Contractor's use in preparing project records.

Deliver to architect/District upon completion of work two (2) complete sets of contract drawings (white prints) marked up to show all deviations from indicated installations.

Markings shall include:

1. Changes in routings of concealed piping.
2. Changes in electrical circuitry and home runs.
3. Other changes to conceal work which affect future maintenance and repair operations.

END OF SECTION