

# **Reed Union School District**

## **Granada School Beta & Alpha Reroofing Project**

**BID AND CONTRACT DOCUMENTS**

**February 22, 2026**

## Notice to Contractors Calling for Bids

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

### NOTICE TO CONTRACTORS CALLING FOR BIDS

**NOTICE IS HEREBY GIVEN** that the Reed Union School District of Marin County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 2:00 PM of the **2nd day of April, 2026**, sealed bids for the award of a contract for Granada School Beta & Epsilon Reroofing Project.

**Scope:** The Reed Union School District is conducting roof repairs at this site. This project will include all labor, equipment and materials necessary for providing roof repairs described herein and/or as indicated on the drawings and specifications.

**There will be a mandatory pre-bid conference at Granada School, 50 El Camino Dr., Corte Madera, CA 94925 at **11:00am on March 24<sup>th</sup>**. Only prime contractors in attendance at this meeting can bid on this project.**

Bids shall be received in the Maintenance & Operations Office of the Reed Union School District located at 50 El Camino Dr., Corte Madera CA 94925 and shall be opened and publicly read aloud at the District Office.

Each bid must conform and be responsive to the contract documents, copies of which may be obtained **on March 11th, 2026** at 50 El Camino Dr., Corte Madera 94925; by contacting Eduardo Munoz - Phone (415)927-2628; Email [emunoz@reedschools.org](mailto:emunoz@reedschools.org); or by visiting [www.reedschool.org](http://www.reedschool.org).

Each bid shall be accompanied by the security referred to in the contract documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

In public works contracts involving expenditures in excess of \$25,000, the successful bidder shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California approved by the District in the form set forth in the contract documents. The cost of said bonds shall be paid by the successful bidder.<sup>1\*</sup>

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

"The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in the numerical order set forth in the bid form."

All contractors intending to bid or work on public works projects are required to be registered with the Department of Industrial Relations per Labor Code Section 1725.5. Bids received from unregistered contractors will be rejected as non-responsive.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder, copies of which are on file

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<sup>1</sup> \*A payment bond must be filed for a contract involving expenditures in excess of \$25,000 (Civil Code section 3247(a)) and may be required for contracts involving smaller expenditures at the option of the District.

**Notice to Contractors Calling for Bids**

**Granada School  
Beta & Epsilon Reroofing Project  
Reed Union School District**

and will be made available to any interested party upon request. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him/her, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor.

In the event that your bid necessitates construction work, the bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-39.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. Furthermore, each bidder must expressly guarantee that the price quoted in their bid will remain effective for those 60 days. The Governing Board will act to accept or reject bids within that period.

Dr. Chris Kim  
Chief Business Official  
Reed Union School District  
Of Marin County, California

Pub March 11, 2026, March 18, 2026[Advertisement Dates]

**Notice to Contractors Calling for Bids**

**Granada School  
Beta & Epsilon Reroofing Project  
Reed Union School District**

**BOTH BID FORM (B-1), NON-COLLISION AFFIDAVIT (B-4)  
AND AGREEMENT (E-24)  
MUST BE SIGNED & RETURNED WITH BID**

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**BID FORM**

**Bid Opening Date: April 2nd, 2026**

**Hour of Bid Opening: 2:30 P.M.**

**Place of Bid Opening:**

Reed Union School District  
Business Services Department  
277 Karen Way  
Karen Way, CA 94920

Pursuant to the Notice Inviting Bids, and in compliance with the Instructions to Bidders, having reviewed the contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, tax, transportation, equipment and services necessary for the GRANADA SCHOOL BETA & EPSILON REROOFING PROJECT in accordance with the General Conditions and Special Conditions and other contract documents, together with any Addendum issued at the time of bidding, if any, now on file with the Reed Union School District Maintenance Department located at 50 El Camino Dr, Corte Madera, California 94925 for the sum of:

Base Bid: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

Allowance (10% of Base bid cost): \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

Alternate 1 Bid: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

Total Bid: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

which sum includes all labor, materials, transportation and services necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any. Bidder expressly guarantees that the price shall remain effective for a period of 60 days after the time set for the opening of bids. The bid includes all costs associated with any Addenda. Failure to acknowledge addenda, if any, may be cause for rejection of the bid as non-responsive. Enter Addenda number(s) and date(s) on Document 00 91 13 – Addenda Acknowledgment Form.

**Schedule of Unit Costs:**

1/2" Plywood, 4' x 8': \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**Bid Form**

**Granada School  
Beta & Epsilon Reroofing Project  
Reed Union School District**

2x6 Plank Decking, Linear ft: \_\_\_\_\_  
Dollars (\$\_\_\_\_\_)

If awarded the contract, Bidder shall begin work not later than ten (10) days after being notified in writing by the District's representative to commence work on the project.

**Enclosed you will please find (check as appropriate): ( ) cash deposit, ( ) cashier's check, ( ) certified check, or ( ) surety bid bond of:**

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**(Name of Surety if bid bond)**

**In an amount not less than the five percent (5%) of the amount bid. If the enclosure is a check or bond, it is made payable to the Reed Union School District.**

The undersigned agrees that the enclosed cash deposit, cashier's check, certified check or surety bond accompanying this proposal, shall be left on deposit with the Reed Union School District, that its amount is the measure of the liquidated damages which the Reed Union School District will sustain by the default of the undersigned through failure to execute and deliver the above agreement within ten (10) days of written notice of the award of the contract to Bidder and that the money or surety bond so deposited by Bidder shall be collectible and become the property of the Reed Union School District in case of such default.

By submission of a bid, 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 number and classification of Bidder's State Contractor's License below, the District may reject this bid therefore.

By submission of a bid, Bidder certifies neither its principals, officers, employees nor agents have acted in collusion or conspiracy with any other bidder, subcontractor, material supplier, other entity, their principals, officers, employees or agents to predetermine or fix the outcome of this bid process, whether for the benefit of Bidder or the benefit of any other bidder, subcontractor, material supplier or other entity. Any bidder engaging in collusion or conspiracy shall have their bid rejected as non-responsive and shall be permanently barred from participating in any future bid process, whether direct or indirect, involving Reed Union School District. All such activities shall be reported to the Contractors State License Board and other agencies having jurisdiction. Failure to execute the attached Document 00 45 19 – Non-Collusion Affidavit shall cause the bid to be rejected as non-responsive.

**Bid Form**

**Granada School  
Beta & Epsilon Reroofing Project  
Reed Union School District**

**Contractor:** \_\_\_\_\_

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

**City, State, Zip Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Contractors' License #:** \_\_\_\_\_

**License Classification(s):** \_\_\_\_\_

**License Expiration Date:** \_\_\_\_\_

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

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

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

**Date:** This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**NOTICE TO BIDDER:** No bid shall be valid unless signed by the person making the bid. If the bidder is an individual, the bid shall be signed by the individual. If the bidder is a partnership, the name of the partnership shall be given and the bid shall be signed by one of the partners. If the bidder is a corporation, the bid shall be signed and sealed by the corporation by its properly authorized officer or officers. Failure to properly sign the bid shall cause the bid to be rejected as non-responsive.

END OF DOCUMENT



## **INSTRUCTIONS**

### **Scope**

The purpose of this Request for Bids is to provide the Reed Union School District with qualified roofing services provider to provide current and future roof repair services requirements of the District in a cost-effective manner. The quantities shown are estimates only, the District shall not be obligated to purchase any particular quantity of services detailed herein.

### **Qualified Contractors**

The District intends to solicit Bids for the above referenced services, from qualified C-39 licensed contractors currently established in the business of providing roof repair services of the nature and scope specified herein.

### **Bids**

No Bids shall receive consideration by the Reed Union School District unless made in accordance with the instructions detailed herein.

The Bid must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing Bid. No oral, telegraphic, facsimile, or telephonic modifications will be accepted. An electronic copy of the entire Bid (MS Word format) is to be provided with the written Bid.

### **Bid Format**

Bid packages submitted by contractors must include the District's Request for Bid package, along with the Bid and Agreement forms. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

Bids must be submitted in the format and order outlined below. The Bid should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

There should be no attachments, enclosures, or exhibits other than those considered by the bidder to be essential to a complete understanding of the Bid submitted. Each section of the Bid must be clearly identified with the following headings, and in the order specified, as detailed in "**Section I through Section VIII.**"

**Section I**

**DESCRIPTION OF FIRM(S)**

Provide a brief description of your firm(s), as well as any other firms joining with your firm to provide services. This description should include a history of the firm(s), number of employees, organizational structure of the firm(s), and a recent financial statement.

List and describe the State and Federal licenses, certificates, and legal authorizations (i.e., CPUC number, FCC ID number or license, etc.) that you hold which allow the provision of roof repair services requested in this RFP. The contractor of award will be required to provide the District with copies of the actual licenses and certificates held.

Indicate the amount of time you have been providing roof repair services and your yearly revenue derived from roof repairs. Submit, under separate cover, an audited financial statement of the last two years of operation.

**Section II**

**EXPERIENCE AND QUALIFICATIONS OF FIRM(S)**

Provide a brief overview of your technical experience, qualifications, and background in providing and maintaining roofs for similarly sized customers. Indicate the prior experience of your firm that you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

**Subcontractors Requirements**

Any subcontractors performing services against this agreement must be fully listed and detailed in the Bid submitted by contractors. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

Contractor hereby agrees to bind every subcontractor by the terms and conditions of this bid agreement as far as such terms and conditions are applicable to the subcontractor(s) work. If contractor subcontracts any part of this agreement/contract, contractor shall be as fully responsible to the district for acts and omissions of his subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

**Section III**

**SERVICE LEVELS PROVIDED**

Provide your standard installation time frames, response to problems, problem escalation procedures, and restoration time periods for all services proposed.

**Section IV**

**REFERENCES**

Provide your three (3) most recent customers for whom your firm provided services similar in scope to those being proposed. The references should be local to the San Francisco region. State your role in this project. Provide the name, title, and phone number of an individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance, if you are among those selected for consideration.

**Section V**

**SERVICES**

Provide responses to the following questions and requests for information:

Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so, please specify details.

Is day time customer service included? If so, please provide methods of access

Do you have a local office for service?(within 50 miles).

Do you have a single point of contact assigned for assistance, such as changes or billing questions? Provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of two levels of management.

Provide contact person name, title and telephone number for Clarification of Bid.

**Section VI**

**COSTS AND PRICING**

## **Instructions**

## **Granada School Beta & Epsilon Reroofing Project Reed Union School District**

On page titled “**BID FORM**” enclosed herein on Pages B-1 through B-3, complete all sections, provide all required information and all costs, including all applicable fees, taxes, and surcharges. The District is exempt from federal excise taxes. Also, the District does not pay late fees. All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set up charges.

### **Section VII**

#### **BILLING**

All billing/invoicing shall be in accordance with rates quoted herein. The District shall not be subject to charges not detailed or quoted herein.

Contractor shall describe if a single account representative is available for billing assistance. Describe available billing assistance.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the District, vendor will provide adjustment of charges within two bill cycles of notification.

Contractor must provide policy regarding the issuing of credits. Are all credits applied as adjustments on future invoices, or may the District elect to receive a payment check if desired?

### **Section VIII**

#### **EVIDENCE OF RESPONSIBILITY**

Contractors shall submit, with their Bids, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor’s responsibility to perform may result in rejection of the Bid.

## Instructions

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

### Execution of Agreement

In addition to the Bid Form, all bidders must sign **two (2) copies** of the Agreement page (E-3) included in this Request for Bid, and must return them to the District, together with the Bid Form, completed quotation sheets and the remainder of the Bid package.

### Identification of Contractor

Each Bid must state the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of Bid.

### Withdrawal of Bids

Bids may be withdrawn by the bidder prior to the time fixed for the opening of Bids, but may not be withdrawn for a period of ninety (90) days after the opening of Bids except in accordance with law. The successful Contractor shall not be relieved of the Bid submitted without the District's consent.

### Rejection of Bids

The District reserves the right to accept or reject any and all Bids and to waive any irregularities or informalities in the Bids or in the Bid process. The award of the contract, if made by the District, will be to the lowest responsive and responsible bidder therefore.

### Amendments

The terms, conditions, specifications and scope of work contained in this Request for Bid may be amended or modified **only with the prior written approval of the District.** Any addenda or bulletins issued, by the District, prior to the opening of the Request for Bid shall form a part of the specifications issued to contractors for the preparation of their Bids and shall constitute a part of the contract documents.

## Instructions

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

### Other Documents of Agreement

Contractors submitting Bids that require the District to sign additional contractor agreement documents must submit all such documents in their entirety and in original form with their Bid. Documents not submitted with Bid will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, Contractors shall note on such documents that the District's terms and conditions contained in this document take precedence over conflicting language found in the Contractor's documents.

### Taxes

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately on the Quotation Page.

Federal excise taxes are not applicable to school districts.

### Bid Negotiations

A Bid to any specific requirement of this Request for Bid with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that specific item and may render the entire Bid non-responsive and subject to rejection.

### Interpretation or Questions Concerning Documents

If any person submitting a Bid is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from contract documents, he/she may submit to the Business Manager of the District, a request for an interpretation or correction thereof.

Dr. Chris Kim, Chief Business Official  
Reed Union School District  
277 Karen Way  
Belvedere Tiburon, CA 94920  
Ph – (415) 383-1116 ; Email – [ckim@reedschools.org](mailto:ckim@reedschools.org)

All questions and inquiries regarding this RFP shall be submitted in writing, on company letterhead, on or before **2:00 PM, March 26, 2026.**

Any interpretation or correction of the contract document will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such contract documents. Any addenda issued prior to the opening of the Bid, or forming a part of the documents loaned to the Contractor, for the preparation of his Bid, shall be made part of the contract.

## Instructions

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

### Contractors Interested in More than One Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless alternate Bids are specifically called for. A person, firm, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. **No person, firm, or corporation shall be allowed to submit a Bid who has participated in the preparation of contract specifications; a Bid by such a person, firm or corporation shall be determined to be nonresponsive.**

### Telephone Expense

Any expense resulting from wireless phone calls related to this project shall be paid for by the Contractor. The District reserves the right to make "collect" telephone calls to any Contractor, or the Contractor must provide a toll-free telephone number, for any reason related to this Bid, i.e., scheduling, literature, check work status, place orders, etc.

### Method of Award and Evaluation

#### Method of Award

Award shall be made as one lot, to the responsive contractor with the lowest Base Bid.

The District reserves the right to make an award of this Bid any time up to 90 days from the date of Bid opening.

#### Screening and Evaluation of Bids

Each Bid response will be reviewed based on the criteria set forth in this RFP. The vendor selection process will include the following evaluation and point assignment/rating criteria:

### Clarification of Bid

#### Preparation of Bid

Each Bid should be prepared simply and economically, and should provide a straightforward, concise description of the bidder's ability to meet the requirements of the Bid. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the Request for Bid is solely the responsibility of the contractor. Reed Union School District accepts no liability or responsibility whatsoever for the cost of Bid preparation or presentation.

**Inspection of Facilities**

The District reserves the right to inspect the Contractor's facilities and financial statement to ensure the Contractor's competence and ability to perform the specified work.

The Contractor's Bid may be rejected as non-responsive if the above inspection reveals any problems or inconsistencies that might jeopardize the success of the required service.

**News Releases**

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

**Independent Price Determination**

By submission of a Bid, the Contractor certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that in connection with this Bid:

- A. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other contractor or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in the Bid have not been knowingly disclosed by the Contractor prior to award directly or indirectly to any other contractor or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a Bid for the purpose of restricting competition.
- D. Each person signing the Bid certifies that he/she:
  - a. Is the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the Bid and has not participated (and will not participate) in any action contrary to 19. A, B, and C above; or
  - b. Is not the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the Bid but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 19 (A), (B), and (C) above.

A Bid will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the Bid has been altered so as to delete or modify 19 (A), (B), and/or (C) above. If 19 (B) has been modified or deleted, the Bid will not be considered for award unless the Contractor furnishes with the Bid a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

## Instructions

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

### Delivery of Bonds, Certificates, etc.

Unless otherwise specified herein, the successful vendor shall, within ten (10) calendar days after notice by the District, sign and deliver all bonds, other than the bid bond, certificates of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the contractor's Bid and may award the contract to the next responsible vendor, or may reject all bids and call for new bids.

### Bid Submittal

One (1) copy of your Bid MUST BE SUBMITTED in accordance with the following instructions:

**SEALED BIDS (BIDS) MUST BE RECEIVED AT THE REQUIRED DISTRICT LOCATION NOT LATER THAN THE TIME AND DATE INDICATED ON THE COVER PAGE OF THIS REQUEST FOR BIDS. CONTRACTORS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE OF THE SEALED ENVELOPE:**

Reference to “**Granada School Beta & Epsilon Reroofing Project**”, company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

### Bid Format

Vendors are requested to assemble their Bid in the following format order:

District Request for Bid Package (Granada School Beta & Epsilon Reroofing Project) with all pages and issued addendum. All Request for Bid pages requiring signatures, information fill in, pricing, etc. must be completed in full.

Vendor Bid documents detailing all Bid information requested on pages C-2 through C-9“, Section I – Section VIII”

Any additional documents/Bid materials which the contractor deems relevant for the evaluation of their qualifications for this Request for Bid.

Bids are requested to be submitted in a bound form (i.e. ringed binders, spiral binders, etc) in order to facilitate easy review and access, by the District evaluation team, to the submitted Bid information and documents.

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## General Conditions

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**GENERAL CONDITIONS**

**Article 1. DEFINITIONS**

- a. The "District" and "Contractor" are those mentioned as such in the agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the contract are treated throughout the contract documents as if they are of singular number and masculine gender.
- b. "Subcontractor," as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- c. "Surety" is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.
- d. "Provide" shall include "provide complete in place," that is, "furnish and install."
- e. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Architect and/or Project Manager is intended, unless stated otherwise.
- f. "Work" of the Contractor or subcontractor includes labor or materials or both.
- g. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.
- h. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the Architect is required.
- i. Where the word "required" and words of similar meaning are used, it shall mean, "as required to properly complete the work as required by the Architect and/or Project Manager," unless stated otherwise.
- j. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.

k. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the Architect and District is intended.

l. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

## **Article 2. DRAWINGS AND SPECIFICATIONS**

a. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards.

b. **Interpretations.** Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

1. Special Conditions shall take precedence over General Conditions.

2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence unless otherwise directed in writing by the District and/or its representatives including the Architect and Project Manager.

3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.

4. With regard to drawings:

(a) The higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures unless otherwise directed in writing by the Architect;

(b) Architect's interpretation of drawings shall prevail;

(c) Addenda/change order drawings govern over contract drawings;

(d) Contract drawings govern over standard drawings.

## **General Conditions**

## **Granada School Beta & Epsilon Reroofing Project Reed Union School District**

5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
  - a. Misunderstanding of drawings and specifications shall be clarified by the Architect, whose decisions shall be final.
  - b. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

### **Article 3. COPIES FURNISHED**

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

### **Article 4. OWNERSHIP OF DRAWINGS**

All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

### **Article 5. DETAIL DRAWINGS AND INSTRUCTIONS**

- a. In case of ambiguity, conflict, or lack of information, Architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for proper execution of work. For purposes of this section "reasonable promptness" shall mean as soon as possible in order for Contractor to execute the work. If the item is identified by the Contractor as a critical path item, "reasonable promptness" shall mean no more than five business days. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.
- b. Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.

### **Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- a. Project shall be commenced on or before the date stated in District's notice to the contractor to proceed and shall be completed by Contractor in the time specified in the Special Conditions. The notice to the contractor to proceed shall not be issued until all contract documents, including the Contract, the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract have been received by the District. The District has stipulated in the Bid Form and the Special Conditions the schedule for contract submittals. The District is under no obligation to consider early completion of the project and the contract completion date shall not be amended by the

District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

b. Contractor shall abide by District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (i.e., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (i.e., interior work).

c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted

by District unless the event or occurrence delays the completion of the project beyond the contractual completion date.

d. **Determining Damages for Delay.** District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.

e. **Removal or Relocation of Main or Trunkline Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof.

## **Article 7. PROGRESS SCHEDULE**

a. Within **ten (10)** days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit this schedule for the District's approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality

and timely completion of the project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule. **The first payment will not be made unless the District has been provided and has accepted the project schedule.**

b. The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time. Excess time may be picked up with "float time" at the discretion of the District. A "bar chart" in reasonably complete detail shall be adequate in contracts over \$1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. **At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.**

#### **Article 8. CONTRACT SECURITY**

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this contract. The Payment Bond must be in the amount of 100 percent of the total amount payable. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds.

#### **Article 9. ASSIGNMENT**

Contractor shall not assign this contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

**Article 10. PROHIBITED INTERESTS**

No official of the District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any Architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of project, shall be or become directly or indirectly interested financially in this contract or in any part thereof. No officer, employee, Architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of project, shall become directly or indirectly interested financially in this contract or in any part thereof.

**Article 11. SEPARATE CONTRACTS**

District reserves the right to let other contracts in connection with this work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to Architect any defects in such work that renders it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in the other contractor's work after execution of contractor's work.

To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Architect any discrepancy between executed work and contract documents.

Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by District in prosecution of project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

**Article 12. SUBCONTRACTING**

a. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by him/her. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor.

b. District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

c. Substitution or addition of subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

**Article 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT**

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this contract may not be terminated or modified where a trustee in bankruptcy has assumed the contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

**Article 14. GUARANTEE**

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

In the event of failure of Contractor to comply with abovementioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

**Article 15. NOTICE AND SERVICE THEREOF**

a. Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1. If notice is given to District, by personal delivery thereof to District's representative, District's Architect, or Project Manager or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative, Architect or Project Manager, postage prepaid and registered;

2. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;

3. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.

4. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

**Article 16. WORKERS**

- a. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him.
- b. Any person in the employ of the Contractor whom District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on the project except with the written consent of District.

**Article 17. WAGE RATES, PAYROLL RECORDS AND DEBARMENT**

- a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the District's LCP.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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c. As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

d. Accurate payroll records shall be kept by the contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

e. It shall be the responsibility of Contractor to Comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. As of April, 2003, Labor Code section 1776 provides in relevant part,

"(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body

awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) 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 either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the 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.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 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 awarding body, 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 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. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the

event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section."

f. Debarment. The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

**Article 18. APPRENTICES**

a. Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprentice able occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

**Article 19. HOURS OF WORK**

a. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by

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employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

b. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

c. The Contractor shall pay to the District a penalty of twenty five dollars (\$25) 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 any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

d. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District.

### **Article 20. WORKERS' COMPENSATION INSURANCE**

a. The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.

b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- (a) The Voluntary Compensation Endorsement; and
- (b) Broad Form All States Endorsement; and
- (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
- (d) Waiver of Subrogation Endorsement.

**Article 21. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE**

a. Contractor shall procure and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions hereof. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

b. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.

c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

d. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the Project Manager, the Project Manager's consultants, the Architect, and the Architect's consultants, individually and collectively, as additional insured's using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.

e. The coverage afforded by the additional insured endorsement described in paragraph d above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees

and volunteers, or any self-funded program of District, shall be in excess only and not contributing with such coverage.

f. Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.

g. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 24 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d and e, above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.

h. Contractor and District release each other, and their respective authorized representatives, from any Claims (as defined in Article 24 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

i. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
- Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insured's.

- If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.

- The policy allows for reporting of circumstances or incidents that might give rise to future claims.

j. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the contract, and District may, at its option, terminate the Agreement for any such default by Contractor.

k. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

l. District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

m. All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

**Article 22. BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE**

a. It is the Contractor's responsibility to maintain or cause to be maintained builder's risk insurance or applicable installation coverage on all work, material, equipment, appliances, tools, and structures which are a part of the contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. District accepts no responsibility until the contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing builder's risk or applicable installation of not less than the amount identified in the special conditions insurance coverage.

b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the contract.

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2. Coverage shall include all materials stored on site and in transit.
  3. Coverage shall include Contractor's tools and equipment.
  4. Insurance shall include boiler, machinery and material hoist coverage.
- c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

### Article 23. PROOF OF CARRIAGE OF INSURANCE

a. Contractor shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Agreement, deliver to District certificates of insurance evidencing the same, together with appropriate separate endorsements thereto, evidencing that Contractor has obtained such coverage for the period of the Agreement. Contractor shall deliver certified copies of the actual insurance policies specified herein, within thirty days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to District within thirty (30) days prior to the expiration of the term of any policy required herein. Contractor shall permit District at all reasonable times to inspect any policies of insurance of Contractor which Contractor has not delivered to District.

b. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation, reduction or other adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

Any notice required to be sent pursuant to this section shall be to District's address as shown in the Notice to Contractors Calling for Bids.

c. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice. All Certificates of Insurance provided by Contractor shall name District, the Project Manager, the Project Manager's consultants, the Architect, and Architect's consultants as additional insureds.

d. After receiving written Notice of Cancellation of Insurance, Contractor shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may secure insurance at the Contractor's expense.

e. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this agreement.

**Article 24. INDEMNIFICATION**

District shall not be liable for, and Contractor shall defend and indemnify District to the fullest extent permitted by law against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees, expert witness fees, E-rate USAC Commitment Adjustment (COMAD), investigation costs and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

**Article 25. LAWS AND REGULATIONS**

a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify Architect or Project Manager in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Architect or Project Manager, he shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

**Article 26. PERMITS AND LICENSES**

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

**Article 27. INSPECTION FEES FOR PERMANENT UTILITIES**

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees.

**Article 28. EASEMENTS**

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by District, unless otherwise specified.

**Article 29. SURVEYS**

Surveys to determine location of property lines and corners will be supplied by District. Surveys to determine locations of construction, MILLWORK, and site work shall be provided by Contractor.

**Article 30. EXCISE TAXES**

If under federal excise tax law any transaction 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 for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

**Article 31. PATENTS, ROYALTIES, AND INDEMNITIES**

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**Article 32. MATERIALS**

a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.

b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required.

Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

d. No materials, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

### **Article 33. SUBSTITUTIONS**

a. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. Any material, process, or article not exactly meeting the specifications in the documents in every respect shall be considered a substitution. If a material, process, or article offered by Contractor is not, in opinion of Architect, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor.

b. In accordance with Public Contract Code section 3400 "prior to or after the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, **no later than 10 (ten) calendar days prior** to bid opening, if the Contractor is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information

which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

After award of the contract should the District determine in its sole discretion that substitution of an item or product is reasonable and necessary or reasonable and appropriate, the Contractor shall submit any substitution requests together with all data required to substantiate that the substituted product or item is an "or equal" to the specified product or item. The make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item, product or work and substantiates that it is an "or equal" to the specified item, product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted product is equivalent to the specified product or item in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, to the District Representative or Architect in a timely fashion so that the substitution can be adequately reviewed and considered prior to any necessity for its use or application may result in the rejection of the proposed substitution. The District Representative or Architect is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package either at time of submission of bid documents or in a timely manner after award of contract.

c. In event Contractor furnishes material, process, or article more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

**Article 34. SHOP DRAWINGS**

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other contractor, subcontractor, Architect, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that the submittal meets all the requirements of the contract documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall advise District immediately, if Architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by Architect, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. Architect's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called Architect's attention to such deviations at time of submission and has secured his written approval. Architect's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**Article 35. SUBMITTALS**

a. Contractor shall furnish for approval, within **fourteen (14)** days following award of contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by Architect within a reasonable time period so as not to cause delays on the project.

c. This provision shall not authorize any extension of time for performance of this contract. Architect will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. Architect's action will be taken within **fourteen (14)** calendar days after receiving such samples and submittals. If in the Architect's professional judgment fourteen days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

c. If the Architect's response results in a change in the project, then such change shall be effected by a written change order.

**Article 36. CLOSEOUT SUBMITTALS**

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

**Article 37. COST BREAKDOWN AND PERIODICAL ESTIMATES**

a. Contractor shall furnish on forms approved by District:

1. Within **ten (10)** calendar days of award of contract a detailed estimate giving a complete breakdown of contract price and schedule of values; and
2. A periodical itemized estimate of work done for the purpose of making partial payments thereon;
3. Within **ten (10)** calendar days of request by District, a schedule of estimated monthly payments which shall be due him under the contract.

b. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

**Article 38. PAYMENTS AND RETENTION**

a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request the Project Manager shall within ten (10) calendar days determine whether the

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payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within ten (10) calendar days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or Project Manager shall remain uncomplished with.

b. The final payment of ten percent (10%) of the value of work done under this contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

1. The acceptance by the public agency, or its agent, of the work of improvement.

2. For purposes of this contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.

3. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.

5. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

c. This contract is subject to the provisions of Public Contract Code section 7107.

d. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District

may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as District may find appropriate based on the Contractor's progress.

e. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the project.

**ARTICLE 39. PAYMENTS WITHHELD**

a. In addition to amounts which District may retain under any and all other articles in this contract including those entitled "Payments," and "Time for Completion and Liquidated Damages," District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in the Project Manager's judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.
2. Defective work not remedied.
3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
4. Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.
5. Damage to another Contractor.
6. Amounts which may be due District for just claims against Contractor.
7. Failure of Contractor to keep the record ("as-built") drawings up to date.
8. Failure to provide update on construction schedule as required by Article 7 hereof.

b. District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

**Article 40. CHANGES AND EXTRA WORK**

a. **Changes in Work.** District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

b. In giving instructions, Contractor agrees that Architect or Project Manager shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

c. **Unforeseen Conditions.** Contractor shall provide District with notice of unforeseen conditions immediately upon discovery of such conditions.

d. Value of any such extra work, change, or deduction shall be determined at the discretion of District in one or more of the following ways:

1. By acceptable lump sum Bid from Contractor with itemization as required by District.

2. By unit prices contained in Contractor's original bid and incorporated in contract documents or fixed by subsequent agreement between District and Contractor.

3. By the cost of material and labor and a percentage for overhead and profit. The following form shall be followed as applicable for additions and deductions to contract:

EXTRA/(CREDIT)

(a) Material (attach itemized quantity and unit cost plus sales tax) \_\_\_\_\_

(b) Labor (attach itemized hours and base rates from identified prevailing wage schedules) \_\_\_\_\_

(c) General Liability and **Builder's Risk** Insurance, Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost. \_\_\_\_\_

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(d) Subtotal	_____
(e) Subcontractor's overhead and profit not to exceed <b>10%</b> of Item (d)	_____
(f) Subtotal	_____
(g) General Contractor's Overhead and Profit, including extended home office overhead, not to exceed <b>10%</b> of Item (d)	_____
(h) Subtotal	_____
(i) Bond Premium, not to exceed 1% of Item (h)	_____
(j) Total	_____

d. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.

e. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such five (5) working day 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 for its consideration shall be as stated above in this article. In the event of a dispute as to any work to be performed, the District has the right to direct the Contractor to continue to proceed with work as directed, and the Contractor is obligated to continue performance of work and advise District of its concerns in writing in

accordance with the provisions of this subsection f. The procedure for consideration shall be as stated above in this article.

f. In the event a mutual agreement cannot be reached on the cost of a change order, Contractor and District agree that an industry estimating guide, such as an estimating guide published by Means, shall be used to determine the cost of a disputed change order item.

g. All costs associated with the change are to be included in the change order Bid to the District. Costs may be in terms of time, money or both.

**Article 41. DEDUCTIONS FOR UNCORRECTED WORK**

If District deems it inexpedient to correct work injured or not done in accordance with contract, an equitable deduction from contract price shall be made therefore.

**Article 42. PAYMENTS BY CONTRACTOR**

Contractor shall pay:

a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered,

b. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and

c. To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

**Article 43. CONTRACTOR'S SUPERVISION**

a. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) foreman satisfactory to District. The job foreman shall not be changed except with the written consent of District unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. The job foreman shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.

b. Contractor shall give efficient supervision to work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings,

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specifications, and other instructions and shall at once report to Architect or Project Manager any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the contract documents or other instructions by the Architect.

### **Article 45. DOCUMENTS ON WORK**

a. Contractor shall keep one copy of all contract documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the contract, which are a part of contract documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, the Project Manager, the Project Manager's representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.)

b. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

### **Article 46. RECORD ("AS BUILT") DRAWINGS**

a. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.

a. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.

c. At the end of the project, the Contractor shall provide the district representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

**Article 47. UTILITY USAGE**

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the project.

c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When District begins using the project, charges over and above power actually used for construction will be the responsibility of the District.

d. If contract is for construction in existing facilities, Contractor may, with written permission of District, use District's existing utilities by making prearranged payments to District for utilities used by Contractor for construction.

**Article 48. SANITARY FACILITIES**

The District will make arrangements with the Contractor to provide sanitary facilities to workers when practicable. Contractor shall provide a temporary sanitary building, if district determines that use of toilet facilities at the site would conflict with Education Code sections 45125.1 and 45125.2 regarding contact with students on school premises. Use of toilet facilities in the work site shall not be permitted except by approval of the district or its representative.

**Article 50. PROTECTION OF WORK AND PROPERTY**

a. The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence in connection with the prosecution of this contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately

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protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to District by Contractor.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from Architect, Project Manager, or District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by Architect or District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:

1. Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the building area over a route designated by Project Manager.

4. When directed by District, take preventive measures to eliminate objectionable dust.

5. Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of Project Manager. Contractor shall not unreasonably encumber premises with his materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on construction site.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by

accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

**Article 52. REMOVAL OF HAZARDOUS MATERIALS**

a. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the contract documents, district shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.

b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, Project Manager, and Architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by arbitration under Article 71 hereof.

**Article 53. CUTTING AND PATCHING**

a. Contractor shall do all cutting, fitting, or patching of work as required making its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as the Project Manager may direct.

b. All cost caused by defective or illtimed work shall be borne by party responsible therefore.

c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Project Manager.

**Article 54. CLEANING UP**

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration.

Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. See Special Conditions for additional requirements and instructions.

**Article 55. CORRECTION OF WORK BEFORE FINAL PAYMENT**

a. Contractor shall promptly remove from the premises all work condemned by District as failing to conform to the contract, whether incorporated or not. Contractor shall promptly replace and reexecute his own work to comply with contract documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

**Article 56. ACCESS TO WORK**

District and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions under contract.

**Article 57. OCCUPANCY**

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

**Article 58. DISTRICT'S INSPECTOR**

a. If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.

b. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him 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. Inspector or Project Manager shall have authority to stop work whenever the provisions of the contract documents are not being complied with and Contractor shall instruct his employees accordingly.

**Article 59. TESTS AND INSPECTIONS**

a. If contract, District's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection **at least two (2) working days prior to being tested or covered up.** If inspection is by a public authority other than District, Contractor shall inform District of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with the contract. Costs for testing and inspection shall be paid by District. Costs of tests of any materials found not to be in compliance with the contract shall be paid by the Contractor.

b. 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.

c. In advance of manufacture of materials to be supplied by Contractor under the contract, which by the terms of the contract must be tested, Contractor shall notify District in advance so that District may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from District's representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of District and subsequent testing and inspection.

d. Re-examination of questioned work may be ordered by District. If so ordered, work must be uncovered by Contractor. If such work is found to be in accordance with the contract documents, District shall pay the costs of re-examination and replacement. If such work be found not to be in accordance with the contract documents, Contractor shall pay such costs.

**Article 61. ARCHITECT'S AND PROJECT MANAGER'S STATUS**

a. In general and where appropriate and applicable, the Architect and Project Manager shall be the District's representatives during the construction period and shall observe the progress and quality of the work on behalf of the District. They shall have the authority to act on behalf of District only to the extent expressly provided in the contract documents. After consultation with the Inspector and after using his best efforts to consult with the District, the Architect or Project Manager shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the contract.

c. Contractor further acknowledges that the Architect and/or the Project Manager shall be, in the first instance, the judge of the performance of this contract.

**Article 62. ARCHITECT'S AND PROJECT MANAGER'S DECISIONS**

Contractor shall promptly notify District in writing if the Architect and/or the Project Manager fails within a reasonable time, to make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the work.

**Article 63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**Article 64. LABOR/EMPLOYMENT SAFETY**

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

**Article 65. NOTICE OF TAXABLE POSSESSORY INTEREST**

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

**Article 66. ASSIGNMENT OF ANTITRUST ACTIONS**

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

USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Contractor, without further acknowledgment by the parties.

**Article 67. SUBSTITUTION OF SECURITY**

a. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:

1. The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.

2. 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.

3. The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:

(a) The amount of securities to be deposited,

(b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

(c) 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,

(d) Decrease in value of securities on deposit,

(e) The termination of the escrow upon completion of the contract.

4. The Contractor shall obtain the written consent of the surety to such agreement.

5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at

the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

**Article 69. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION**

a. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the contract amount.

b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District.

c. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its Board Members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board Members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the project, except for liability resulting from the negligence or willful misconduct of District, its Board Members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

**Article 70. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS**

a. For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the

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provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

b. For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

c. Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within fortyfive (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

d. Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, and including time utilized by the meet and confer process.

e. If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of both

parties. If the parties fail to select a mediator within the 15day period, any party may petition the court to appoint the mediator.

f. 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, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3 [commencing with section 2016] of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

g. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

h. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

**Article 71. RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF \$375,000**

a. If a dispute in excess of a total value of \$375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 71. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.

b. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.

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c. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").

d. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.

e. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.

f. At least ten (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.

g. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.

h. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.

i. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

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j. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

k. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.

l. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

m. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

m. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

## **Article 72. GOVERNING LAW AND VENUE**

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in Marin County.

## **Article 73. FINGERPRINTING**

The determination of fingerprinting requirements are set forth in the Special Conditions.

- (a) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee; and (d) Contractor and Contractor's employees shall not use student restroom facilities;

- (b) Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

**Article 74. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS**

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the San Francisco Regional Water Quality Control Board Resolution 95-63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

**Article 75. NO ASBESTOS**

- a. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.
  
- b. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
  - 1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
  - 2. 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 sole discretion and final determination in this matter.
  - 3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
  - 4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
  
- d. If removal of asbestos containing materials is part of the project, the cost 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 and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
  
- e. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full

knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its Architect, Project Manager, and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

**ARTICLE 76. LABOR COMPLIANCE PROGRAM**

A labor compliance program is required if the project will be funded by either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 and if a notice to proceed will be issued on or after April 1, 2003. **A determination regarding whether a labor compliance program is required is contained in the instructions to bidders.** If a labor compliance program is required, the following applies to this contract:

This contract is subject to a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. The Labor Compliance Program is incorporated by reference into the Contract and it will be enforced as required by state law and regulations and the Director of the Department of Industrial Relations. That law requires that District's labor compliance program shall include, but not be limited to, the following requirements:

- (a) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.
- (b) A pre-job conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.
- (c) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.
- (d) The District shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.
- (e) The District shall withhold contract payments when payroll records are delinquent or inadequate.
- (f) The District shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

**Article 77. Disabled Veterans Participation Goals and Record Retention**

a. In accordance with Education Code section 17076.11, this District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent

## **General Conditions**

## **Granada School Beta & Epsilon Reroofing Project Reed Union School District**

per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

b. The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the contract.

### **Article 78. Notification of Third Party Claims**

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this contract, and the District may charge back to the Contractor the cost of any such notification.

**SPECIAL CONDITIONS**

**A. Term of Contract, Pricing and Renewals:** Rates/pricing offered shall be firm and fixed for the initial term of this agreement.

ESCALATION: The successful bidder shall agree to negotiate any price change it requests and to supply the District with adequate, pertinent documentation to support any price change requested at time of renewal.

DE-ESCALATION: In the event that market conditions cause the price to decrease, the Bidder shall pass the benefit of such decrease to the District.

All new roof repair installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement. Should the District terminate this agreement, the Contractor also agrees to refrain from implementing any service termination fees or charges in the event of cancellation or termination of this agreement.

**B. Bonds.** If the Bid includes construction work, Contractor shall provide a bid bond in the amount of ten (10%) of the contract price.

Contracts awarded involving construction work shall include a payment bond in the total amount of bid or as specified in the Information to Bidders.

A performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Information for Bidders will be required on all contracts awarded under this Request for Bid.

**C. Insurance.** As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance.  
with a combined single limit per occurrence  
of not less than ..... .\$1,000,000  
OR  
Commercial General Liability and Property Damage Insurance  
(including automobile insurance) which provides  
limits of not less than:

**Special Conditions**

**Granada School  
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(a) Per occurrence (combined single limit) . . . . .	<u>\$1,000,000.</u>
(b) Project Specific Aggregate (for this project only)	<u>\$1,000,000.</u>
(c) Products/Completed Operations	<u>\$1,000,000.</u>
(d) Personal & Advertising Injury limit	<u>\$1,000,000.</u>

**AND**

**Builder's Risk (or Course of Construction Coverage) Applicable/Fire Insurance**

(See Article 22) Project Replacement Value at..... 100%  
(One Hundred Percent)

**Insurance Covering Special Hazards:** Following special hazards shall be covered by riders or riders to above mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts	<u>\$500,000.</u>
Material hoist where used in amounts .....	<u>\$500,000.</u>
Explosion, collapse & Underground (XCU) coverage .....	<u>\$500,000.</u>
Excess Liability Insurance coverage in the amount of .....	<u>\$500,000.</u>

**Additional Insured Endorsement:** Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds.

**D. Executed Copies:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is 2.

**E. License Classification:** If any construction, alternation, demolition, or repair work is required, Contractor shall be licensed pursuant to the Business and Professions Code in the following classification: **“C-39” - Roofing Contractor.**

**F. Invoicing:** Invoices shall be submitted to:

Reed Union School District  
Business Services Department  
Attn: Accounts Payable  
277 Karen Way

**Special Conditions**

**Granada School  
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Reed Union School District**

Belvedere Tiburon, CA 94920

**Invoicing Requirements:**

**Each invoice must reference Granada School Beta & Epsilon ReRoofing Project**

**Billing dates**

**Detail of installation, pro-rated, and other one-time charges**

**Detail of monthly recurring charges**

**Taxes and surcharges**

**Credits and adjustments**

**G. Gratuities:** District policy precludes employees from accepting any gratuities from Contractors. Rebates or any other form of commission or discount must be issued to the Reed Union School District.

**H. Right To Acquire Equipment and Services:** Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent equipment and/or services from other sources, when deemed to be in the District's best interest.

**I. Fingerprinting:** Pursuant to the provisions of Article 73 of the General Conditions:

District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees,

a.     X     are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 73 of the General Conditions.

b.            are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 73 of the General Conditions.

**J.   Liquidated Damages:** The agreed liquidated damages provision established in Article 6 of the General Conditions is Five Hundred Dollars (\$500.00) per calendar day.

**SECTION 06100**

**ROUGH CARPENTRY**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. This section specifies rough carpentry, including all framing, sheathing, fasteners.
- B. Replacement of all fascia board in-kind. Prime and paint all sides before installing.

1.2 RELATED SECTIONS

NA

1.3 QUALITY ASSURANCE

- A. Furnish materials complying with the following:
  - 1. Softwood Lumber.
    - a. Graded in accordance with the latest edition of "Standard Grading Rules No. 17," WCLIB, or "Western Grading Rules," WWPA. Lumber grades specified below are taken from " Standard Grading Rules, No. 17." Equal grades from "Western Grading Rules" are acceptable. Furnish lumber bearing a recognized grading bureau mark or a "Certificate of Grade" may be substituted. Where a grade for Douglas Fir (DF) species is indicated, other species, if approved by the COR, may be supplied on an equal stress grade basis.
  - 2. Pressure Treatment.
    - a. Waterborne, conforming to AWPA C2, AWPA P5.
  - 3. Plywood.
    - a. Graded in accordance with APA PS 1-95. Furnish panels identifiable by a grade trademark of a recognized grading association. Index numbers listed (i.e. 24/0) may be larger but not smaller than shown.
  - 4. All materials and construction techniques shall meet applicable Local codes or the requirements herein, whichever is stricter.

**PART 2 - PRODUCTS**

2.1 MATERIALS

- A. Lumber.

## Specifications

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

1. Furnish S4S lumber, unless otherwise shown on drawings. Furnish lumber with a moisture content of 19 percent or less for material 3 inches and less in nominal thickness, unless otherwise specified.
- B. Framing Members.
1. Beams.
    - a. 4 inches and less in width: No.2, DF, S-dry.
    - b. 5 inches and wider: No. 1 DF.
  2. Joists and Stair Stringers.
    - a. No. 2, DF, S-dry.
  3. Rafters.
    - a. No. 2, DF, S-dry.
  4. Studs & Plates (2 x 4 and smaller): Stud or standard grade, DF, Larch, Hemlock, S-dry.
  5. Headers.
    - a. No. 2, DF, Larch, Hemlock, S-dry.
    - b. Studs and Plates (2 x 6 and larger): No. 2, DF, Larch, Hemlock, S-dry.
    - c. Blocking.
      - 1) Standard grade, DF, Larch, Hemlock, S-dry.
  6. Columns.
    - a. No. 1, DF.
- C. Exterior Sheathing.
1. Roof Sheathing.
    - a. Plywood: ½" CDX exterior plywood, 24/0.
- D. Fasteners
1. Hot-dipped galvanized steel fasteners
  2. Stainless steel fasteners when in contact with copper flashings and accessories.

**PART 3 - EXECUTION**

3.1 CONSTRUCTION

A. Framing.

1. Make joints in beam and girders over supports unless shown otherwise on the drawings.
2. Nail built-up girders from both sides with 16d nails at 30 inches on center staggered in 2 rows. Provide 2 nails at each end of each piece and each splice.
3. Set sills level and anchored on the foundation. Set in a full bed of Portland Cement mortar, if necessary to obtain full bearing. Provide flat washers on all anchor bolts.
4. Set joist with crown side up. Install solid blocking over supports. Provide a minimum of 1-1/2 inch bearing for each joists. Nail with two 16d nails at each bearing. Double joists under parallel partitions and at all openings.
5. Toenail rim joists to sill with 8d nails 16 on center.
6. Lap joists over girders 4 inches minimum. Nail with three 16d nails from each side.
7. Notching of joist will be allowed in the end 1/3 of the span only. Limit notching to 1/6 of the joist depth.
8. Set rafters with crown edge up. Cut birds-mouths to provide full bearing. Nail rafters to top plate with two 8d nails and to ceiling joists with three 16d or five 10d nails.
9. Fabricate trusses as shown on the drawings. Nail to top plate with four 10d nails. Install framing anchors where shown on the drawings.
10. Provide continuous length studs. Nail studs to top plate with four 8d toenails or two 16d end nails.
11. Install full length cripples at all openings. Nail cripples to studs with 16d nails at 24 inch on center. Toenail cripple to header with two 8d nails.
12. Space header material with plywood or surfaced lumber to equal the stud depth.
13. End nail studs to header with three 16d nails.

## Specifications

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

14. Do not splice columns. Cut ends square to provide full bearing. Nail columns top and bottom with four 16d toenails, or as shown on drawings.
- B. Exterior Sheathing.
1. Install roof sheathing at right angles to supports. Stagger end joints a minimum of 1 span. Nail with two 8d nails at each support.
  2. Apply plywood roof sheathing with the face grain at right angles to supports. Stagger end joints. Nail with 8d nails 6 inch on center at edges and 12 inch on center at intermediate supports.
- C. Exposed Hardware.
1. Provide rough hardware for the proper installation of work. Install hot-dipped galvanized hardware, nails, bolts, etc. at locations exposed to the weather.

**SECTION 07311**

**ASPHALT SHINGLE ROOFING SYSTEM**

**PART 1 - GENERAL**

1.1 SCOPE OF WORK FOR ROOF REPLACEMENT ON BUILDINGS.

- A. Demolition of: existing metal roofing material, sheet metal, penetration flashing and underlayment. Properly dispose of all roofing materials and sheet metal.
- B. Installation of new: underlayment, and granule surfaced asphalt shingle roofing
- C. Install sheet metal at all steps in roof.

1.2 RELATED SECTIONS

- A. Section 07620 – Sheet Metal Flashing and Trim.

1.3 REFERENCES

ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process. FS QQ-L-201 Specification for Lead Sheet

ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

ASTM B32 - Solder Metal

ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.

ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing

ASTM D 224 - Standard Specification for Smooth-Surfaced Asphalt Roll Roofing (Organic Felt).

FS O-F-506 Flux, Soldering, Paste and Liquid

ASTM D 225 - Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules. FM Loss Prevention Data Sheet

ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

**1.4 SUBMITTALS**

- A. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria, and product limitations.
- B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- C. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiber glass shingles made in normal production meet or exceed the requirements of the following:
  - 1. ASTM E 108/UL 790 Class A Fire Resistance.
  - 2. ASTM D 3161/UL 997 Type I Wind Resistance.
  - 3. ASTM D 3462.
- D. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations, and installation details, as required by project conditions indicated.

**1.5 QUALITY ASSURANCE**

- A. Maintain one copy of manufacturer's application instructions on project site.
- B. Verify that manufacturer's label contains reference to specified ASTM standards.

**1.6 ENVIRONMENTAL REQUIREMENTS**

- A. Take special care when applying underlayment and shingles when ambient or wind chill temperature is below 45 degrees F (7 degrees C). Tack base sheet in place if it does not adhere immediately to the deck.

**1.7 WARRANTY**

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for product(s) of this section as follows:
  - 1. 40-year warranty.

**PART 2 - PRODUCTS**

**2.1 ASPHALT FIBERGLASS SHINGLES**

- A. The design is based upon roofing systems engineered and manufactured by GAF “Timberline” or approved equal.
  - 1. Other acceptable manufacturers, provided technical submittal and materials meet performance requirements of specifications:
    - 1. Malarkey, “Northwest XL”
    - 2. CertainTeed “Landmark”
    - 3. Owens Corning “Duration”
    - 4. Substitution: Conform to requirements in Section 01636 Roofing Product Substitution Procedures and Section 01637, Roofing Substitution Request.
  - 2. Exposure: 5-5/8”
  
- B. Conforming to ASTM D 3462 - Self-Sealing; UL Certification of ASTM D 3462, 120-mph Wind Resistance, and UL Class A Fire Resistance; glass fiber mat base, ceramic colored/UV resistant mineral surface granules across entire face of shingle; two-piece laminated shingle.
  - 1. Weight: 250 pounds per square (100 square feet).
  - 2. Color: As selected by Architect from manufacturer's standards.

**2.2 SHEET MATERIALS**

- A. Underlayment: Garland R-mer Seal or approved equal.

**2.3 ACCESSORIES**

- A. Nails: Standard round wire type roofing nails, corrosion resistant; aluminum; minimum 3/8 inch (9.5 mm) head diameter; minimum 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into solid wood, plywood, or non-veneer wood decking.
  
- B. Asphalt Roofing Cement: ASTM D 4586, Type II, Flashing Bond.

**2.4 FLASHING FABRICATION**

- A. Form flashing to profiles indicated on Drawings, and to protect roofing materials from physical damage and shed water.
  
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Verify existing site conditions.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed prior to installing work of this section.
- D. Verify deck surfaces are dry and free of ridges, warps, or voids.

**3.2 ROOF DECK PREPARATION**

- A. Remove to the structural deck: underlayment, asphalt shingles, membrane roofing and sheet metal.
- B. Request deck inspection from Owner's representative prior to proceeding.
- C. Follow shingle manufacturer's recommendations for acceptable roof deck materials.
- D. Broom clean deck surfaces under eave protection and underlayment prior to their application.
- E. Install roof deck insulation per Section 07220.

**3.3 INSTALLATION - Underlayment**

- A. Apply peel and stick underlayment over the entire roof surface in accordance with manufacturer's instructions.

**3.4 INSTALLATION - VALLEY & HIP PROTECTION**

- A. Install an additional full width sheet of peel and stick membrane at valleys and hips.

**3.5 INSTALLATION – METAL FLASHING**

- A. Weather-lap joints minimum 2 inches.
- B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.

**3.6 INSTALLATION – ASPHALT SHINGLES**

## Specifications

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.
- B. Interweave valley shingles.
- C. Comply with ASTM D6381, Class G at basic wind speed of less than or equal to 120 mph.
- D. Min. 6 nails per shingle and max. exposure of shingle shall be no more than 5.75 inches.

### 3.7 FIELD QUALITY CONTROL

- A. Field inspection will be performed three times per week by roofing material manufacturer.
- B. Visual inspection of the Work will be provided by Owner. If conditions are unacceptable, Owner will notify the Architect.

### 3.9 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01700.
- B. Do not permit traffic over finished roof surface.

**END OF SECTION 07311**

**SECTION 07555  
MODIFIED BITUMEN ROOFING**

**PART 1 - GENERAL**

1.1 SCOPE OF WORK:

B. Roof replacement.

1. Remove all roofing to the structural deck.
2. Nail base ply
3. Mechanically attach tapered insulation and cover board insulation. Prime cover board.
4. Install base ply and base flashing in no VOC adhesive.
5. Install cap sheet and flashing sheet in no VOC adhesive.
6. Apply flood coat and embed colored granules.
7. Install new edge metal at perimeter and all steps in roof.

1.2 RELATED SECTIONS:

- A. Section 07620 – Flashing and Sheet Metal

1.3 REFERENCES:

- A. The editions of the American Society for Testing and Materials (ASTM) Standards referenced herein apply to the work only to the extent specified by the references thereto.

1.4 SUBMITTALS:

- A. Product Data: Submit certificates of compliance, manufacturer's specifications, installation instructions, and general recommendations for each roofing and insulation material required.
1. Submit certificates of conformance, certified test reports, or other data indicating conformance of installation with the applicable reference standards.
- B. Certificates: Applicator shall provide letter certifying that work has been installed in accordance with specifications and manufacturer's written instructions.
- C. Warranty: sample of 30 year warranty.
- D. Wind uplift calculation per ASCE 7-16 stamped by the roofing system manufacturer's California licensed structural engineer.

1.5 QUALITY ASSURANCE:

- A. Manufacturer: Obtain primary roofing materials from a single manufacturer who specializes in this particular field of roofing and who has been so engaged,

successfully, for a period of at least 10 years immediately prior to this contract. Provide secondary materials as recommended by manufacturer of primary materials.

- B. Applicator: A firm with not less than 5 years of successful experience in installation of roofing systems similar to those required for this project and who is acceptable to or licensed by manufacturer of primary roofing materials.
- C. UL Listing: Provide labeled materials which have been tested and listed by UL in "Building Materials Directory" for application indicated, with UL or Warnoch Hersey Class A fire rated system for roof slopes indicated.
- D. Pre-installation Conference: Before installing roofing system, conduct conference at Project site to comply with requirements of Section 01312. Notify participants at least 5 working days before conference.
  - 1. Meet with Owner; Architect; roofing installer, materials manufacturer, the sheet metal installer, the roofing accessories installer, the mechanical and electrical sub-contractors, Contractor, testing laboratory in attendance.
  - 2. Review methods and procedures related to roofing installation, including manufacturers written instructions.
  - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  - 4. Review flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing.
  - 5. Review governing regulations and requirements for insurance, certificates, and inspection and testing.
  - 6. Review temporary protection requirements for roofing system during and after installation.
  - 7. Document proceedings, including corrective measures or actions required, and furnish copy of record to each participant.

1.6 DELIVERY, STORAGE AND HANDLING:

- A. Deliver materials to the site in their original unbroken containers or packages bearing the manufacturers name, and brand designation. In addition, liquid materials shall bear the date of manufacture and manufacturers recommended shelf life.

## Specifications

## Granada School Beta & Epsilon Reroofing Project Reed Union School District

- B. Store materials at the site in a dry location, raised above the ground and protected from physical damage. Store materials, other than sheet roofing, at temperatures between 40 degrees F and 80 degrees F. Do not store materials past their shelf life.
- C. If materials are stored on the roof, distribute the load so as not to exceed the designed live load limits of the roof construction.

### 1.7 PROJECT CONDITIONS:

- A. Do not install the insulation and sheet roofing during high winds; wet, damp or foggy weather or when there is moisture or visible dampness on the substrate surface.

### 1.8 GUARANTEE:

- A. Manufacturer's warranty shall be a total system labor and material warranty including all built up bituminous roofing.
  - 1. This warranty shall provide the Owner with a single source of liability by guaranteeing the waterproofing system (metal coping, modified bitumen roofing and metal edge system) against leaks for a period of 30 years.
  - 2. Warranty shall cover up to ASCE 7-16 calculated wind pressures.

### 1.9 MANUFACTURER INSPECTIONS

- A. Minimum of three times per week.
- B. Weekly inspection reports, including photos, by the roofing system manufacturer's technical representative to the Owner and the Architect during installation.

## PART 2 - PRODUCTS

### 2.1 MATERIALS:

- B. Use basic products of one manufacturer throughout. Materials which are not available from the basic manufacturer shall be approved by him. In all cases, materials and application shall be in accordance with the requirements of this specification.
- C. The design is based upon roofing systems engineered and manufactured by The Garland Company or approved equal.
- D. MODIFIED BITUMENOUS MATERIALS:
  - 1. Base ply and base flashing: One ply of Flexbase 80 bonded to the prepared substrate.

2. Modified Membrane
  - a. Cap sheet at coated roofs: Stressply Plus FR Mineral.
  - b. Flashing: Stressply Plus FR Mineral(P-80); 145 mil SBS (Styrene-Butylene-Styrene) mineral surfaced, rubber modified roofing membrane incorporating recycled rubber, fire retardant characteristics and reinforced with a fiberglass and polyester composite scrim.
  - c. Performance Characteristics:  
Tensile Strength (ASTM D5147)  
2 in/min. @ 73.4 ± 3.6°F MD 310 lbf/in CMD 310 lbf/in  
Tear Strength (ASTM D5147)  
  
2 in/min. @ 73.4 ± 3.6°F MD 500 lbf CMD 500 lbf  
Elongation at Maximum Tensile (ASTM D5147)  
2 in/min. @ 73.4 ± 3.6°F MD 3.5% CMD 3.5%  
Title 24 approved for low slope.

3. All flashings will be Flexbase 80 base flashing ply covered by an additional layer of mineral surfaced modified bitumen membrane.

A. BITUMINOUS MATERIALS

1. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D-2822, Type II.
2. Asphalt primer: ASTM D41.
3. SA Primer: Garland SA Primer or approved equal.

2.2 AUXILIARY MATERIALS:

- A. Sealant: exterior polyurethane as approved by roofing system manufacturer.
- B. Pipe flashing: Greenweld from Viking Products Group.
- C. Ceramic Granules: Color to per selected by owner to match adjacent buildings.
- D. Sheet/Granule adhesive: GreenLock Plus
  1. VOC: 0%
  2. Non-Volatile Content: 100%.
- E. Flashing surfacing: Pyramic LO.

- F. Tapered insulation: ¼" slope Perlite fiberboard.
- G. Cover board: ½" Densdeck Prime.

**PART 3 - INSTALLATION**

3.1 GENERAL INSTALLATION REQUIREMENTS:

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing modified bitumen roofing system.
- B. Protect other work from spillage of modified bitumen roofing materials, and prevent liquid materials from entering or clogging drains and conductors. Replace or restore other work damaged by installations of modified bituminous roofing system work.
- C. Coordinate installing roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut offs at end of each day's work to cover exposed ply sheets and insulation with one ply of type II felt set in mastic and with joints and edges sealed with roofing cement. Remove cut offs immediately before resuming work.
- D. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- E. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry before and during application. Do not permit phased construction. Complete application of roofing plies, modified sheet and flashing in a continuous operation. Begin and apply only as much roofing in one day as can be completed that same day.
- F. Fume recovery system: shall be in operation at all times when kettle is lit.

3.2 INSULATION INSTALLATION

- A. Per roofing system manufacturers wind uplift calculations.
- B. Prime cover board.

3.3 BASE PLY INSTALLATION

- A. Base ply: Install one base ply shingled uniformly to achieve one ply over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Fish mouths should be cut and patched.
- B. Lap ply sheet ends eight 8 inches. Stagger end laps twelve 12 inches minimum.

- C. Extend ply two inches beyond top edges of cants at wall and roof projections and equipment bases. Seal top of flashing at end of day, every day.
  - D. Install base flashing ply to all perimeter and projection details.
  - E. Prime existing roof and lap onto existing roof a minimum of 6". Set membrane in mastic.
- 3.4 MEMBRANE APPLICATION:
- A. Solidly bond the modified membrane to the base layer.
  - B. Exercise care during application to eliminate air entrapment under the membrane.
  - C. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate with mastic.
  - D. Install subsequent rolls of modified membrane across the roof as above with a minimum of four inch side laps and eight inch end laps. Stagger the end laps. Apply the modified membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
  - E. Extend membrane 2" beyond top edge of all cants. Seal top of ply at end of day, every day.
  - F. Prime existing roof and lap onto existing roof a minimum of 12".
- 3.5 FLASHING MEMBRANE INSTALLATION (GENERAL)
- A. All curb, wall and parapet flashings shall be sealed with an application of mastic and mesh on a daily basis. No condition should exist that will permit moisture entering behind, around, or under the roof or flashing membrane.
  - B. Prepare all walls, penetrations and expansion joints to be flashed and where shown on the drawings, with asphalt primer at the rate of one gallon per 100 square feet. Allow primer to dry tack free.
  - C. The modified membrane will be used as the flashing membrane and will be adhered to an underlying base flashing ply per manufacturer's recommendations and nailed off 8" O.C. at all vertical surfaces. Seal top of flashing at end of day every day.
  - D. The entire sheet of flashing membrane must be solidly adhered to the substrate.
  - E. Seal all vertical laps of flashing membrane with a three course application of Flashing Bond and fiberglass mesh.
  - F. Counter flashing, cap flashings, expansion joints, and similar work to be coordinated with modified bitumen roofing work are specified in other sections.
  - G. Roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices to be coordinated with modified bituminous roof system work are in other sections.

## Specifications

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- 3.6 APPLICATION OF SURFACING
- A. Gravel surfacing: apply GreenLock at 4 gallons per sq and broadcast ceramic granules until refusal. Allow to cure and sweep up unembedded granules.
- 3.7 CLEAN UP
- A. Clean up work soiled in the performance of work under this section. Restore or replace surfaces which have been damaged by work under this section.

END OF SECTION

**SECTION 07620**

**SHEET METAL FLASHING & TRIM**

**PART 1 — GENERAL**

**1.1 SCOPE OF WORK**

- A. Provide all metal flashings necessary to complete a water tight installation of the specified roofing system.
- B. Provide coated sheet metal flashings at the following locations:
  - 1. Flat and raised edge details.
  - 2. Gutters, straps, leaders and downspouts.
  - 3. Any area where sheet metal contacts membrane unless otherwise noted in the detail drawings.
- C. Ladder.

**1.2 PROJECT CONDITIONS**

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.
- B. Provide separator sheet between dissimilar metals in contact.

**1.3 QUALITY ASSURANCE:**

- A. Installer: All work of this Section must be performed by a licensed sheet metal contractor with five years of successful experience with installation of sheet metal flashing and trim similar in type and scope to project requirements.
- B. Quality Standard: Fabricate and install sheet metal work in accordance with Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) "Architectural Sheet Metal Manual", unless specifically indicated otherwise.

**1.4 TECHNICAL SUBMITTALS**

- A. Submittal requirements: Contractor shall highlight anything in the submittal package that conflicts with or changes specifications or drawings. Include a reason for the change. Any submittals that alter existing specifications or drawings shall be approved by the engineer and owner prior to implementation.
- B. The following submittals are to be made in conjunction with any other submittal requirements set forth in the bid documents.

- C. ANSI SPRI ES-1 approval for coping system.
- D. The contractor shall submit the following upon request of the owner or engineer:
  - 1. Manufacturer specification data sheets. Submit for the following products:
    - a. Specified sheet metal.
    - b. Sealants.
    - c. Fasteners.
  - 2. Manufacturer literature describing the installation procedure of the specified system.
  - 3. Shop drawings of any details that may be different than the details included in these specifications. This includes manufacturer detail drawings that may be different. All flashing detail designs shall be approved by the Owner.
  - 4. Material safety data sheets.

**PART 2 — PRODUCTS**

**2.1 COATED SHEET METAL**

- A. Owner's Representative shall approve all colors from manufacturer's standard color chart.

**2.2 METAL FLASHING**

- A. Sealant: One part urethane, Tuff Stuff by The Garland Company or approved equal.  
Asbestos Content 0% EPA/600/R-93/116
- B. Sheet metal and gutters: Shop fabricated metal components provided by the roofing system manufacturer. Performa Edge by IMETCO or approved equal.
  - 1. 0.040" thickness aluminum, 3105-H14 alloy, smooth as per ASTM B209-96.
  - 2. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2).
    - a. Color: from manufacturer's standard color range.
  - 3. ANSI SPRI ES-1 approved.
- C. Gutter accessories:
  - 1. Gutter hangers and downspout straps: 1/8" aluminum.
  - 2. Wire bulb strainers: stainless steel.
  - 3. Gutter guards: Green Gutter Screens, [www.greengutterscreens.com](http://www.greengutterscreens.com)
    - a. Aluminum.

**PART 3 — EXECUTION**

**3.1 EXAMINATION:**

- A. Examine substrates and conditions under which products of this section are to be installed and verify that work may properly commence. Do not proceed with the Work until unsatisfactory conditions have been fully resolved.
- B. Verify that nailers, blocking, and other attachment provisions for sheet metal work are properly located and securely fastened to resist effects of wind and thermal stresses.

**3.2 PREPARATION:**

- A. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- B. Verify that surfaces to receive sheet metal are smooth, clean of all foreign matter, and have no water present in any form.

**3.3 COATED SHEET METAL INSTALLATION**

- A. Install coated sheet metal flashings in strict accordance with manufacturer specifications.

**3.5 SHEET STEEL INSTALLATION:**

- A. Sheet metal work shall be executed in a first-class, workmanlike manner in accordance with standard shop practices. Comply with sheet metal manufacturer's installation methods and recommendations in the SMACNA "Architectural Sheet Metal Manual".
- B. The sheet metal work shall be accurately formed to dimensions and shapes detailed or required. Broken shapes shall finish with true, straight, sharp lines, and angles; and where intersecting, shall be coped to a precise fit and be securely soldered and scraped smooth. Lock seam work shall be made flat and true to line, sweated full of solder.
- C. All sheet work shall be so formed and installed as to provide suitable allowance for expansion and contraction without causing undue stresses in any part of the completed work and shall finish water and weather tight throughout. Provide movement joints at maximum spacing of ten feet. No joints within 2 feet of corner or intersection.
- D. Mechanically fasten and solder all joints, splices and transitions that are not designed for expansion. Fasten metal by solid riveting or forming double lock seams. Seal by continuous soldering.
- E. Galvanic Action Protection: Isolate different metal types from each other to prevent galvanic action.
- F. Use elastomeric sealant where necessary to make a watertight installation.
- G. Form a ½ - inch hem on the underside of all exposed edges.

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H. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer. The gage thickness shall be as recommended by SMACNA for application but in no case less than gage of metal being secured.

I. Soldered Joints:

1. Clean surfaces to be soldered, removing oils and foreign matter.
2. Prein edges of sheets to be soldered to a width of 1-1/2 inches.
3. Soldering shall be done with well heated soldering irons. Do not use torches for soldering.
4. Heat surfaces to receive solder and flow solder into joint. Fill joint completely.
5. Completely remove all flux spatter from exposed surfaces with a solution of washing soda in water.

3.6 INSPECTION:

Before completing the work, owner shall carefully examine, and if necessary, test all sheet metal work and equipment specified herein, and Contractor shall make all repairs to the work if damaged, leaving it in a condition satisfactory of the owner.

3.7 CLEAN UP:

All debris and/or rubbish resulting from the operations of this Work shall be cleaned up and removed from the work site as the work progresses. Contractor shall be responsible for removal of refuse by all subcontractors working under its direction.

END OF SECTION

**Agreement**

**Granada School  
Beta & Epsilon Reroofing Project  
Reed Union School District**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Board Approval Date \_\_\_\_\_

(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board  
9821 Business Park Drive  
Sacramento, CA 95827  
(916) 255-3900; <http://www2.cscb.ca.gov/>

(Business & Professions Code, section 7030)