

**LYNWOOD UNIFIED SCHOOL DISTRICT
PROCUREMENT DEPARTMENT
11321 BULLIS AVENUE
LYNWOOD, CA 90262**

**BID NO. 11MOT25
FOR
Re-Roofing at Abbott ES at Building B, D, E, F, G, H, I, & K**

**ADDENDUM NO. 002
DATE: 3/30/2026**

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents. Acknowledge receipt of this Addendum in space provided on the Bid Form. Failure to acknowledge may subject Bidder to disqualification.

1. Technical Specifications Section:

1A) **DELETE** from the scope of work: Replacing Roof Hatches

1B) **Add to Scope of Work:** Remove existing plywood sheathing at windows for roof installation. District to re-install at completion of the roofing project.

1C) **Add to Scope of Work:** Roofing debris falling inside of classroom will need to be cleaned-up by contractor immediately.

2. Bid Document Section:

2A) Add to the bid documents to submit with bids - Tremco Attachment A
(Total 1 page attached)

2B) Remove Special Provisions/Special Conditions Section and Replace with Special Provisions/Special Conditions Section (Total 14 pages attached)

Tremco - Attachment A

Owner Purchased Material List for Roofing Project at the Following Site:
Abbott Elementary School – 5260 Clark St. Lynwood, CA 90262
Buildings

The material list attachment A is to be included in the bid form to be submitted and signed/dated by the Contractor acknowledging. Failure to provide this information will render your bid unresponsive.

The owner is purchasing the following list of materials from the CMAS contract #4-25-02-1015 #2 quote #5070833. Only these materials, in the quantities listed, will be supplied.

The Contractor is responsible for purchasing any additional material directly from the roofing material manufacturer at the Contractor’s cost. The contractor is also responsible for ALL other items not on this list necessary for the completion of work specified. This includes, but is not limited to, fasteners, wood components, insulation, tapered insulation, cants and taper edge strips, sheet metal, warranty charges, inspections, and other consumable materials.

The unloading of material and the storage of said material in a secure area is the sole responsibility of the Contractor. Any unused material will become the property of the Contractor at the completion of the project.

<u>Material</u>	<u>Quantity</u>	<u>Size</u>
POWERPLY ENDURE 100 SMOOTH.....	210 Rolls.....	3’ x 56’8”
POWERPLY ENDURE 100FR	170 Rolls.....	3’ x 38’
SOLARGARD 6083 BASE COAT.....	50 BUCKETS.....	5 Gallon
SOLARGARD 6083 FINISH COAT (WHITE).....	50 BUCKETS.....	5 Gallon

Bidding Contractor: _____

Contractor Signature: _____

Date: _____

SPECIAL PROVISIONS/SPECIAL CONDITIONS

1. **Application of Special Conditions.** These Special Conditions form a part of the Contract Documents for the Work generally described as: **Bid# 11MOT26 Re-Roofing at Abbott Elementary School Buildings B,D,E,F,G,H, I & K
Lynwood, CA 90262.**
2. **Notice to Proceed; Commencement of Contract Time.** The Contractor shall commence Work and the Contract Time shall be deemed to commence on the date stated in the Notice to Proceed issued by or on behalf of the District to the Contractor. The Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Agreement.
3. **Project Manager.** The Project Manager for the Work is Susan Trevizo.
4. **Liquidated Damages.**
 - 4.1 **Liquidated Damages Scheduled.** If the Contractor does not achieve Completion of the Work, the Contractor shall be assessed Liquidated Damages in the amount of Four hundred fifty Dollars **(\$450.00)** per day, until completion of the work is achieved.
5. **Hours and Days of Work at the Site.**
 - 5.1 **Noise Ordinance Work Hours/Days.** In addition to requirements established in other portions of the Contract Documents and by the Laws, the Contractor's performance of Work at the Site shall comply with and limited by roofing activity limitations and/or roofing noise limitations established by ordinance, rule or regulation by the City of Lynwood. The foregoing notwithstanding, the Contractor is solely responsible for: (i) determining municipal ordinances, rules or regulations relating to roofing activities/ roofing noise limitations; and (ii) compliance with such ordinances, rules or regulations without adjustment of the Contract Price or the Contract Time.
The City of Lynwood Noise Ordinance is enforced between 7:00pm - 7:00am.
 - 5.2 **Limitations on Work Hours/Days.**
Work activities at the Site will be limited or prohibited on days (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's roofing schedule shall take into account District activities which limit or preclude Work activities at the Site.
6. **Insurance Coverage Limits.**
 - 6.1 **Contractor Insurance.** Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage limits as set forth below:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: \$1,000,000.00
	Aggregate: \$2,000,000.00
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Contractor's Pollution Liability	Per Occurrence: N/A
	Aggregate: N/A

- 6.2 **Subcontractor Insurance.** Pursuant to Article 6 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage limits as set forth below:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: \$1,000,000.00
	Aggregate: \$ 2,000,000.00
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Contractor's Pollution Liability (As applicable, if Subcontractor's work involves SWPPP, the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances)	Per Occurrence: N/A.
	Aggregate: N/A

- 6.3 **Additional Insured.** "The Lynwood Unified School District, its Board, officers, agents and employees are named additional insured." The wording indicated above must be included in all ISO forms.

7. **District Provided Temporary Utilities.** Pursuant to Article 4.3.4 of the General Conditions, during the Contractor's performance of the Work, the District will provide the Contractor with utility services. If the District provides any utility services for use by the Contractor: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. If provided by the District, the Contractor may use the temporary electrical power and domestic potable water service in connection with the Work provided that: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. Notwithstanding any provision of the Contract Documents to the contrary, the Contractor shall not use District provided water supply in connection with any earthwork or grading operations; water supply for earthwork or grading operations shall be obtained by the Contractor, without adjustment of the Contract Time or the Contract Price, from an offsite source or mobile water delivery service. Further, notwithstanding the District providing a point of connection for the Contractor's telephone/data service at the Site, the Contractor is solely responsible for the payment of utility service charges therefor.
8. **Critical Submittals.** Critical Submittals are Contractor prepared shop drawings, product data or samples that are critical to the achieving Substantial Completion of the Work within the Contract Time. Critical Submittals may include, but not be limited to, steel shop drawings, concrete precast panel shop drawings, DSA required Deferred Approval submittals, or any submittals in conjunction with roofing activities within the first thirty (30) days of the roofing Schedule or long lead fabrication/procurement item requiring Submittals. Notwithstanding any provision of the Contract Documents to the contrary, Critical Submittals must be submitted by the Contractor within thirty (30) calendar days of the commencement date for the Work as set forth in the Notice to Proceed issued by or on behalf of the District. If there is a dispute or disagreement between the District and the Contractor as to whether any Submittal is deemed a Critical

Submittal, the determination of the Project Manager and the Architect shall be final and binding on the Contractor and the District.

- 9. Contractor Personnel Parking.** Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park, with a valid District parking permit, in the parking spaces at a location designated by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District's activities and functions in and about the Site. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District
- 10. Site Perimeter Fencing.** As required by the Contract Documents, the Contractor shall install a site perimeter fence with fabric privacy screen. All fencing shall be securely and safely installed, and shall include proper access gates, supports, braces and shall not be a tripping or safety hazard to the public. Safety barricades, flags, reflectors, cones or other safety equipment shall be provided for a safe and orderly demarcation of the Contractor's areas of control and the public's interaction with it. Provide reflectors on fencing in driveway or parking lot areas to ensure fencing is highly visible to vehicles at night. Without adjustment of the Contract Time or the Contract Price, the Contractor shall maintain all fencing in good condition and clear of any graffiti or damage. The Contractor shall remove or relocate such fencing as necessary to assure staff/student/public safety while maintaining a positive isolation barrier between the public and the Site, and as directed by the District or the Roofing Manager, and shall perform all repairs as needed after removal and as caused by the fence or any other damages as a result of Contractor's use of the Site or adjacent areas.
- 11. Project Signage and Barricades.** In addition to safety signage required per General Conditions 4.9.3, the Contractor shall furnish and install and maintain additional project signage as set forth in the Contract Documents. Contractor shall provide temporary utilities, barricade, enclosures, temporary signs, storage units, chutes, hoist, scaffolds railing, and other facilities or services as required. Prior to Application for Final Payment, Contractor shall remove all temporary facilities, utilities and equipment from the site. Contractor shall clean, repair and/or reconstruct, as necessary, the site so as to restore it to the condition as found at the point of Notice to Proceed.
- 12. Mark-Ups on Changes to the Work.** In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

 - 12.1 Subcontractor Performed Changes.** For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors, the foregoing mark-up shall not be applied to the Subcontractor mark-up.
 - 12.2 Blank Intentionally**
 - 12.3 Bond Premium Costs.** A bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.
 - 12.4 Exclusions from Mark-Up of Actual Costs.** Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of roofing Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of roofing Equipment.

13. Rain Days. Pursuant to Article 7.4.1 of the General Conditions, the number of Rainy Days (including inclement weather) for this Contract is 7 days. Include a critical path activity entitled "Remaining Inclement Weather Days" on the initial Contract Schedule. This activity shall have an initial duration of seven (7) work days and shall be the last activity in the schedule prior to the activity entitled "Completion". All predecessor activities must pass through the Inclement Weather day's activity. The contractor shall request use of the Inclement Weather Day when a critical path activity has been delayed due to inclement weather. This request must occur in the same month as the inclement weather delay and must be approved by a Change Order. Inclement Weather Delays to non-critical activities will not be considered. If, at completion, there are inclement weather days still remaining, the Completion date shall not be adjusted. If at or near completion, additional inclement weather days are required, the completion date shall be adjusted accordingly by processing a Change Order for a non-compensable time extension.

14. Blank Intentionally

15. Waste and Recycling Report Log. As required by the Laws, the District collects data and submits reports of all waste and recycling streams. As a part of this effort, the District requires the Contractor to submit reports on all roofing generated waste, including soils exports, roofing generated debris, and all general roofing debris ("Waste/Recycling Report").

SPECIAL PROVISIONS/SPECIAL CONDITIONS**SP-1. \$35,000 Allowance**

Provide a \$35,000 allowance as part of the Contractor's bid, to be used at the discretion of the DISTRICT for unforeseen conditions. All work pertaining to the allowance must be approved by the DISTRICT. If work is authorized for less than the allowance, a deductive change order will be issued. Work to be directed by the DISTRICT. The allowance shall be listed as a line item on the CONTRACTOR'S schedule of values.

SP-1. Construction Duration by Work Area

Contractor shall complete the Work within the Contract Time established in the Agreement. For purposes of scheduling and coordination, the Work at the Abbott ES shall be divided into the following construction areas:

- **Buildings B, D, E & G -VACANT BUILDINGS FROM JUNE 11, 2026 THRU JULY 9th 2026 (25 day to be substantial complete at these buildings. (PRE-SCHOOL PROGRAM BUILDINGS)**
- **Buildings F, H, I, & K Per Contract Timeline**

The Contractor shall coordinate the sequence of Work activities, manpower, materials, and equipment necessary to complete the Work within the time durations identified above. All Work shall be performed in accordance with the approved construction schedule and coordinated with the District to minimize disruption to school operations.

Failure to complete the Work within the required durations shall be subject to the Contract Time requirements and Liquidated Damages provisions identified in the Contract Documents.

SP-1. Manufacturer Approval. Contractor shall be approved and authorized by the roofing system manufacturer to install the specified roofing system. The Contractor shall provide written documentation from the manufacturer confirming current approval status.

All Work shall be installed in accordance with the manufacturer's requirements and warranty provisions. Failure to comply may result in rejection of the Work, at no additional cost to the District.

SP-2. Owner-Furnished Materials (CMAS Procurement).

The Owner will furnish certain roofing materials procured through CMAS **Contract No. 4-25-02 1015 (Quote No. 5071773)** as listed in **Attachment A – Owner Purchased Material List**.

The Contractor shall include Attachment A in the bid form, properly signed and dated, acknowledging receipt and understanding of the Owner-furnished materials. Failure to provide the signed attachment may render the bid non-responsive.

Only the materials and quantities identified in Attachment A will be provided by the Owner. The Contractor shall be responsible for purchasing all additional materials required to complete the Work at the Contractor's cost. This includes, but is not limited to, fasteners, wood components, insulation, tapered insulation, cants, taper edge strips, sheet metal, warranty charges, inspections, and other consumable materials necessary to complete the Work in accordance with the Contract Documents.

The Contractor shall be responsible for unloading, handling, and storing Owner-furnished materials

in a secure location at the project site. Any unused materials remaining at the completion.

SP-1. Cooperation. Contract shall recognize that the District Administration will remain in operation during progress of the work. Contractor shall cooperate at all times with the administration to provide minimum inconvenience to the District's employees and visitors on the site. Adequate notice shall be given to the administration of any interruption of utilities or services required for the proper completion of the work. Contractor shall notify District 72 hours in advance of interrupting any utilities including heating, Air Conditioning, Plumbing and Electrical.

SP-2. Weekly Meeting. Contractor shall attend and participate in weekly coordination meetings with the District, Design Team and other parties associated with the Work, as required. The purpose of these meetings is to review the status of the Work, identify and resolve issues, and coordinate upcoming activities and pending tasks.

SP-3. Protection.

A. All existing improvements adjacent to work shall be protected from damage. Contractor shall exercise all required precautions necessary to protect the District's property from damage. The contractor shall be responsible for and bear all expenses for any damage to District's property occasioned on account of operations under the contract. Contractor shall provide temporary gates and barricades to protect work areas. Such protection shall remain in place during the extent of this Contract, or

SP-3. Special Clean-Up. When Contractor is required to perform work in rooms or areas after regular working hours, in these rooms or areas, the following cleaning shall be done upon completion of work each day:

- A. Remove debris and unused materials on a daily basis.
- B. Contractor shall cleanup all debris, resulting from roofing and roof deck removal, that may fall onto ceiling(s) below. Building P has the original ceiling and a suspended ceiling beneath it.
- C. Contractor shall perform all work so as to avoid unnecessary inconvenience on the School Site Facilities Buildings, staff and students.
- D. The Contractor shall clean all soils and debris from construction vehicles and cover both earth and debris loads prior to leaving the project site.
- E. Cleanup and dust palliation shall be performed as required and all rubbish and debris shall be disposed of frequently off district property.
- F. The contractor is responsible of dust control on and off the Project site. When work operations produce dust the Project site and/or streets shall be sprinkled with water to minimize the generation of dust.

SP-4. Work Site Designation for Staging Areas, Temporary Facilities and Parking:

- A. The Contractor shall be responsible for installing and maintaining barricades to protect workers and the public.
- B. Contractor shall provide temporary utilities, barricades, enclosures, temporary signs, storage units, chutes, hoist, scaffolds, railing, and other facilities or services as required.
- C. Prior to Application for Final Payment, the Contractor shall remove all temporary facilities, utilities and equipment from the site. Contractor shall clean, repair and/or reconstruct, as necessary, the site so as to restore it to the condition as found at the point of Notice to Proceed.
- D. Contractor shall not use the District's trash containers.
- E. Contractor's trash bins are to be covered with lids and locked to prevent vandalism
- F. All contractor and subcontractors shall park off site unless otherwise approved by the District
- G. Contractor shall not block or obstruct intersections, traffic lanes, driveways or parking lot entrances.
- H. When moving equipment, Contractor to provide a Spotter and backup warning devices.
- I. Temporary fencing shall be erected around construction and work areas or as directed by the district.
- J. Contractor shall provide Construction traffic control including flagmen as necessary during

deliveries. Contractor to provide flagmen and other traffic control personnel at any other location as may be deemed necessary by the construction manager-for safety of all students, staff and visitors. Contractor will follow a predetermined route for access and exit to the campus and shall direct/park all haul vehicles as directed by the Program Management Team.

SP-5. Badges for Construction Related Work.

- A. The Contractor shall provide identification Badges and vest for all employees and subcontractors working in the project.
- B. Identification shall include the Name of Construction Company, the Name of the Project, Name and Picture of person and title.
- C. Guest Budes shall include the Name of the Construction Company, the Name of the Project and the word "Guest"

SP-6. Security. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

- A. Locked Door Policy. No building, room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.
- B. Parking Facilities. Any movement of vehicles on district property, including trucks and passenger vehicles for construction purposes, shall be approved by district authorities. Parking in parking lots, if required, shall be arranged in advance with proper authorities.

SP-7. Protection of Persons and Property

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered to and from the site and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).
- B. Contractor shall take, and require all subcontractors to take, all necessary precautions for the safety of workers on the site and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes. Contractor shall furnish, erect and properly maintain at all times, as directed by the District or Project Manager or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
- D. Requirements for Existing Sites.

Contractor shall (unless waived by the District in writing):

- a. When performing Roofing on existing sites, become informed and take into specific account the maturity of the students on the site. Contractor shall perform Work which may interfere with school routine before or after school hours, enclose the working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- b. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- c. Deliver materials to building area over route designated by the District through the
 - i. Project Manager.
- d. Take preventive measures to minimize objectionable dust, noise, or other
 - i. Disturbances.
- e. Take preventive measures to prevent disturbing or covering any survey markers,
 - i. Monuments or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with the County and local authorities, at no cost to the District. All filing and plan check fees shall be paid by the Contractor.
- f. Provide to the District on request, the Contractor's written safety program and
 - i. Safety plan for each site.
- g. Covering and Cleaning: Cover and protect the District's property within the project limits, as required to prevent soiling or damage by dust, dirt, water, fumes, or otherwise as deemed necessary by the District or Project Manager.
- h. Repair or replace any damage to existing structures, improvements and equipment caused by Contractor's operations, at Contractor's expense.
- i. Repair or replace damaged work with new materials, to restore the damaged areas and surfaces equal to and matching, the conditions which existed prior to damage, or at start of the work of this Contract, at no cost to the District.
- j. Prior to start of work, Contractor, District and Construction Manager shall conduct an on-site inspection of existing conditions and the Contractor shall clearly document and report damaged conditions to the District. Items not reported to the District at time of inspection will be assumed to be the result of Contractor's work, whose responsibility it will be to repair or replace those items. Contractors shall include, along with his report to the District, digital, dated photographs.
SP-8. Working Hours.

Work hours are subject to standard construction hours per the Noise Ordinance set by the City of Lynwood. Contractor is expected to work days and times as necessary, to complete the work within

the specified time of completion without any additional cost to the District.

Abbott Elementary School

Legal and Local Holidays: Friday, June 19, 2026 and Saturday, July 4, 2026

Summer Recess TBD **"Summer school will be held at the site."**
7:30 – 4:30 P.M. Monday - Friday

Other Important Dates:

First Day of School: Wednesday, August 12, 2026

Teacher work day: Monday, August 10, and Tuesday, August 11, 2026

- 0.8.1 During performance of this Contract, the school site will remain occupied at various buildings on campus. Work outside buildings will be permitted during work hours, provided that they are not disruptive and safe access to and exits from buildings are maintained while students and office personal are on site temporary barriers shall be erected around construction and work areas.
- 0.8.2 If any work performed during business hours (7:00 a.m. to 4:30 p.m.) is found to be disruptive (as determined by the District), the contractor will be required to re-schedule subject work to occur during non-working hours and or weekends without any additional cost to the District.
- 0.8.2 Alternate shift is defined as work performed after business hours. Business hours are from 7:00 AM to 4:30 PM, Monday through Friday.
- 0.8.3 Work hours are subject to standard construction hours per the Noise Ordinance set by the City of Lynwood. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. At the District's request, Contractor shall modify the working hours for the Contract without adjustment of the Contract Time or Contract Price. (Reference General Conditions Article 8.2).

SP-9. Operational Constraints

- A. The Contractor is required to furnish all materials, labor, equipment, power, and maintenance to provide temporary power during power shutdowns. During the remodel and renovation project and for taps into existing feeders, shutdown of feeders and services may be necessary. These shutdowns may have to occur after normal working hours and extended schedules and or weekend or holidays due to district activities to prevent interruption to critical operations. All shutdowns must be carefully coordinated with the district. Temporary power shall be provided to maintain services to critical loads such as computers, freezers, coolers, fire alarm, security, etc.

SP-10. Work Sequence

Conduct work smoothly without interfering or delaying work under this contract or other contacts of other parties with the District.

SP-11. District's Project Manager

The District's Project Manager is Susan Trevizo.

SP-12. Award of Contract.

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.

SP-13. Number of Contract Documents.

The number of executed copies of the **Agreement is Two (2)**, the number of **Performance Bonds and Payment Bonds** required is **Two (2)**.

SP-14. Site Examination. Before bidding on this work, the Contractor shall make a careful examination of the premises and existing equipment and services. By act of submitting a proposal from the work indicated in this contract, the Contractor shall be deemed to have made such study and examination, and that he is familiar with and accepts all conditions at the site.

Part 1 GENERAL**1.01. MEASUREMENTS AND DRAWINGS**

A. Drawings or measurements included with Contract Documents are for the convenience of the Contractor. The Contractor shall **field verify all existing dimensions, elevations, clearances, and site conditions prior to fabrication, procurement of materials, or commencement of Work**. Any discrepancies between Contract Documents and field conditions shall be reported to the District Project Manager for clarification prior to proceeding with the Work.

1.02. SUBMITTAL REQUIREMENTS

A. Prior to mobilization and commencement of construction activities, the Contractor shall submit the following documents for review and approval by the District and Construction Manager:

- Material Submittals and Product Data
- Baseline Construction Schedule
- Construction Site Logistics Plan
- Schedule of Values (SOV)
- Shop Drawings as required by the Contract Documents

Submittals shall be provided in accordance with the Contract Documents and shall be reviewed prior to fabrication, delivery, or installation of materials.

1.03. CONSTRUCTION LOGISTICS PLAN

A. The Contractor shall submit a Site Logistics Plan for review and approval by the District and Construction Manager prior to mobilization. The plan shall include, but not be limited to:

- Construction fencing limits
- Contractor parking locations
- Access and delivery routes
- Equipment staging and laydown areas
- Temporary facilities (including portable toilets and storage units)
- Emergency access routes

No construction staging shall occur until the logistics plan has been approved.

1.04. CODES AND ORDINANCES

A. All work covered by these Contract Documents is to be done in full accord with national, state and local codes, ordinances, and safety regulations as are in effect at time of Contract award.

1.05. CONTRACTOR'S PROPERTY

- A. Purchaser's insurance policy covers work and equipment in place in the building and approved and accepted by Consultant and Owner. All material and equipment stored on site and not actually installed is not included in Owner's policy and such material and equipment shall be covered under Contractor's Property Damage and/or theft Insurance.

1.06. LABOR LAWS

- A. Contractor and its Subcontractors performing work under this Contract shall comply with applicable provisions of all federal, state, and local labor laws.

1.07. ASSIGNMENTS OF PAYMENT

- A. Neither party to this Contract shall assign Contract or sublet it as a whole without written consent of the other party, nor shall Contractor assign any payment due him or to become due to him hereunder without previous written consent of Owner.

1.10. ADVERTISING

- A. Advertising privileges will be retained by Owner. It is the duty of the Contractor to keep premises free from posters, signs, decorations, etc., unless specifically approved by Owner.

1.11. PROTECTION OF WORK AND PROPERTY

- A. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Owner property from injury or loss arising out of this Contract. Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents, subcontractors, or employees of the Owner. Design of barricades in public areas shall be approved by Owner prior to fabrication and installation.
- B. If Contract includes work which would be disruptive during normal business operations or would be dangerous to building occupants, said work shall be performed during hours as building management dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building, or performing tests. Contractor shall perform such work during off-hours and shall include all costs in its quotation.
- C. Contractor shall install a suitable protective covering on all finished floors (whether marble, wood, carpet or other) in areas where work is being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by building management.
- D. Portable fire extinguishers shall be provided throughout the Contractor's area of work and shall be placed so as to be accessible at all times. Extinguishers shall be multi-purpose dry chemical type, provided on a basis of one 2A-20BC rated unit for each 3,000 square feet of floor area. Extinguishers to remain the property of the Contractor.
- E. Contractor shall at all times maintain work areas so that all portions are accessible to fire department personnel and apparatus. Fire hydrants and fire department connections to building sprinkler systems must be kept free from obstruction at all times.
- F. Contractor shall keep the noise level below 80 dB level during normal building hours. When it is

necessary to produce noise above this level, the Contractor shall advise building management of such needs and times will be scheduled as directed. The Contractor shall anticipate and schedule excessive noise-generating procedures and include allowance for the same in its quotation and schedule.

1.12. HAZARDOUS MATERIALS COMPLIANCE

A. If hazardous materials including asbestos-containing materials (ACM) or lead-containing materials are identified within the Project limits, the Contractor shall comply with all applicable federal, state, and local regulations including but not limited to:

1. **SCAQMD Rule 1403**
2. **Cal/OSHA regulations**
3. **EPA and DOT waste handling requirements**

The Contractor shall submit all required notifications, waste manifests, transport records, and disposal documentation to the District within **five (5) working days of material transport or disposal**.

1.13. ASBESTOS DISTURBANCE PROCEDURES

A. In the event asbestos-containing materials are unexpectedly disturbed or damaged, the Contractor shall:

1. Immediately stop Work in the affected area.
2. Isolate and secure the area.
3. Notify the District Project Manager and Environmental Consultant immediately.
4. Resume work only after written authorization is provided by the District.

1.14. WORK AREA SAFETY CONTROLS

- A. The **Contractor** shall maintain a **safe work environment** for **students, staff, visitors, and District personnel** at all times during the performance of the **Work**. All **construction areas** shall be clearly identified and secured with **temporary fencing, barricades, cones, caution tape, warning signs, or other protective measures** necessary to prevent **unauthorized access**.
- B. The **Contractor** shall maintain **safe pedestrian access** at all times and shall not block or obstruct **means of egress, fire lanes, or accessible paths of travel**. When **construction activities** occur near **occupied areas or pedestrian circulation**, the Contractor shall implement appropriate **safety controls**, including **spotters, temporary barriers, or suspension of work operations** until the area is clear.
- C. All **Work activities** shall be **coordinated with the District and Construction Manager** to minimize disruption to **school operations**. The **Contractor** shall immediately correct any **unsafe condition** identified by the **District or Construction Manager**. Failure to maintain proper **safety controls** may result in **suspension of Work** until adequate measures are implemented, without adjustment to the **Contract Time or Contract Price**.

1.15. ACCIDENT REPORTS

A. In the event of accidents of any kind, the Contractor shall furnish the Owner with copies of all accident reports. Reports shall be sent without delay and at same time that they are forwarded to any other parties.

1.16. STORAGE OF MATERIALS

A. Contractor shall confine storage of materials on job site to limits approved by Owner and shall not unnecessarily encumber premises or overload any portion of building with materials to a greater extent than structure design load.

1.17. MATERIALS AND WORKMANSHIP

- A. All materials and equipment furnished shall be new and best quality. Installation shall be accurate, workmanlike, and subject to approval of the Project Manager. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Contractor shall furnish material samples for approval.

1.18. SUPERVISION

- A. Contractor shall assign a competent Project Manager, superintendent, and on-site foreman for a project satisfactory to the Owner and Project Manager. Such persons shall represent Contractor and all instructions given to them shall be binding as if given to Contractor.

1.19. ROUTINE BUSINESS

- A. After award of Contract all business relating to required work shall be transacted through Project Manager unless otherwise directed.

1.20. LIENS AND AFFIDAVITS

- A. Neither final payment nor any part of billing retention shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of this Contract, or receipts marked paid in full in lieu thereof. In addition, the Contractor shall furnish an affidavit to the Owner that so far as he has knowledge or information, releases or receipts include all labor and materials for which a lien could be filed. If any lien remains unsatisfied after all payments are made by Owner, Contractor shall refund to Owner all monies the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

1.21. CLAIMS FOR EXTRA COST

- A. Contractor claims for extra cost due to additions or changes to required work shall be submitted to Project Manager in writing within a reasonable time after such additions or changes identified or are requested and, in any event, before proceeding with required work. No such claim shall be valid unless so made. Maximum charge for additions/changes to work shall be Contractor cost +10% handling fee + 15% for overhead and profit. Contractors' cost shall be verifiable from actual supplier invoices, purchase orders, time tickets, etc. Contractor shall make no additions, changes alterations, or omissions, or perform extra work, without receipt of written authorization of Owner.

1.22. DELAYS AND EXTENSION OF TIME

- A. If Contractor progress is delayed due to acts of Owner, Project Manager, acts of other Contractors, fire, floods, strikes, or other casualties beyond the control or without fault or negligence of Contractor, time for completion of the work shall be extended for a period determined by Owner/

Project Manager to be equivalent to time of such delay. Contractor must notify the Project Manager, in writing, of such delay within 48 hours after delay commences or no extension of time will be granted. Extension of time without written request within said period on one or more occasions shall not be deemed a waiver of provisions of this article.

1.23. PROGRESS OF WORK

- A. Upon award, verbally or in writing, Contractor shall reconfirm in writing the starting and completion schedule including equipment delivery dates based upon the information submitted on its bid form.
- B. Contractor shall submit, in writing, monthly reports with payment request, including current equipment delivery dates and anticipated completion dates for individual units and groups of units.

1.24. PROJECT CLOSEOUT REQUIREMENTS

- A. Prior to final acceptance of the Work, the Contractor shall:
 - 1. Coordinate a final punch list walk with the District and Construction Manager.
 - 2. Correct all identified punch list items.
 - 3. Submit As-Built Drawings, O&M manuals, warranties, and closeout documentation.No final payment shall be processed until all closeout documentation has been accepted by the District.

1.25. Final Cleaning and Project Closeout.

Prior to final acceptance of the Work, the Contractor shall perform a thorough final cleaning of all construction areas and surfaces impacted by the Work. The Contractor shall submit As-Built Drawings, Operation and Maintenance manuals, warranties, and other closeout documentation as required by the Contract Documents and shall complete all punch list items.

1.26. WARRANTY REQUIREMENTS

- A. The Contractor shall provide a **minimum one-year warranty for workmanship and materials** furnished under this Contract unless a longer warranty period is specified elsewhere in the Contract Documents.

[END OF SECTION]