SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Sacramento
City Unified
School District

BOOK 1 OF 2

PROJECT MANUAL

SCUSD Umoja and Leonardo Da Vinci Gym upgrades and EV Chargers

5735 47th Avenue
Sacramento, CA 95824
Sacramento County

Bid Package #0151-470, 0450-470

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, PROCUREMENT SECTION

Submitted to the Sacramento City Unified School District by:

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Section 00 11 13 - NOTICE TO BIDDERS

ARTICLE 1. GENERAL

Section 1.01 Notice is hereby given that the Board of Education of the Sacramento City Unified School District ("District") will receive sealed Bids for

#0151-470, 0450-470 SCUSD Umoja and Leonardo Da Vinci Gym upgrades and EV Chargers ("Project")

License required: **B**
Engineer's Estimate: **$800,000**

The Scope of Work includes, but is not limited to, the complete demolition and replacement of the existing gymnasium floor system, bleacher system, basketball hoops, wall padding, and court striping. The project also includes the installation of two (2) electric vehicle (EV) charging units, each equipped with dual chargers, for a total of four (4) charging ports, along with all related and associated work necessary for a complete and functional installation.

The following is the anticipated schedule for bidding and award of the contract for the Project:

Bidding Documents Released	Monday, April 27th, 2026
Mandatory Bidder's Conference	Monday, May 4th , 2026, 10:00am
Location 1.) Umoja International Academy @ **10:00am**, 5301 N St, Sacramento, CA 95819	
Location 2.) Leonardo Da Vinci K-8 @ **11:00am**, 4701 Joaquin Wy, Sacramento, CA 95822	
Bidder question deadline	Wednesday, May 6th, 2026, 10:00am
Prequalification application deadline	Wednesday, April 29th, 2026
Addendum responding to questions	Friday, May 8th, 2026, 2:00pm
Bids due	**Wednesday, May 13th, 2026 by 2:00 p.m.**
Good Faith Efforts documentation due	**Thursday, May 14th, 2026 by 2:00 p.m.**
Notice of Intent to Award	Thursday, May 14th, 2026
Board Meeting to Award contract	Thursday, May 21st, 2026
Anticipated Notice to Proceed	Friday, May 22nd, 2026

All general inquiries regarding the bid or issues with the District's Online Bid Platform are to be directed to Robert Aldama at robert-aldama@scusd.edu, Tina Alvarez-Bevens at tina-alvarez-bevens@scusd.edu, and Eric McMullen at emcmullen@Kitchell.com It shall be the responsibility of each prospective Bidder, upon discovery of any ambiguity or discrepancy in the Notice to Bidders, Instructions to Bidders, Bid Form, specifications, or drawings, to bring such ambiguity or discrepancy to the attention of the District prior to the Bid date and time. Failure to raise any such ambiguity or discrepancy prior to the Bid deadline shall waive the Bidder's right to object to the ambiguity or discrepancy after bidding.

Notice is hereby given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each bidder and listed subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the bidder to be registered at the time of bidding shall render the bid non-responsive and unavailable for award. Bidder's listing of an unregistered subcontractor may render the bid non-responsive and unavailable for award unless such failure is the result of an inadvertent error and the provisions of Labor Code section 1771.1 apply.***

The plans and specifications may be obtained from the District's Website (https://www.scusd.edu/construction-projects-bids) and the District's Online Bid Platform (https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=7842f0f7-7583-4b65-a167-81792768df4f&bidpackageid=bb8a2f2a-b9e2-4ecf-a8e5-e74bf5fe82ea)

Notice is hereby given that the Project is subject to the requirements of Public Contract Code section 20111.6 as a project funded under the Leroy F. Greene School Facilities Act of 1998 or a project that involves a projected

expenditure of one million dollars ($1,000,000) or more and is funded from a state school bond. As such, the District will accept Bids only from prequalified Bidders. In addition, all mechanical, electrical and plumbing ("MEP") subcontractors (as defined by Public Contract Code section 20111.6(k)) must be prequalified prior to the Bid due date. MEP subcontractors subject to these requirements are those with any of the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46.

The District's Prequalification Application is done on-line. The direct link to the on-line application is https://www.scusd.edu/contractor-prequalification. Bidders and MEP subcontractors must have submitted their on-line applications no later than ten (10) business days before the due date for Bids or have been prequalified for at least five (5) business days before the due date for Bids. Bids will not be accepted from any Bidder who has not complied with these requirements.

Every Bid shall set forth information on subcontractors required by Public Contract Code sections 4100 to 4114, inclusive. Failure to list a subcontractor for a portion of work, if required, is a representation that the Bidder will perform that portion of work itself.

The Project includes a goal that each Bidder commit to provide at least three percent (3%) of the work to one or more Disabled Veteran Business Enterprises ("DVBE") certified by the California Department of General Services. I**f a Bidder does not achieve at least the 3% DVBE goal, then the Bidder must establish Good Faith Efforts ("GFE") to have met the goal**, as addressed more fully in Instructions to Bidders, in order to be eligible for contract award.

Bids are due:

BID INFORMATION

Location: 5735 47th Avenue, Sacramento, CA 95824
Contact: Tina Alvarez-Bevens
Date: **Wednesday, May 13th, 2026**
Bids Due: **2:00pm**

At this time such Bids will be opened and publicly read. Untimely Bids will not be accepted or opened.

If Bidders choose to submit GFE documentation, that documentation is due:

GOOD FAITH EFFORTS DOCUMENTATION

Location: Via Electronic Mail
Contact: Tina Alvarez-Bevens
Date: **Thursday, May, 14th 2026**
Bids Due: **2:00pm**

Documentation received after that time will not be considered to determine whether a Bidder made GFE to meet the DVBE goal.

Section 1.02 A **mandatory** pre-bid conference will be held at:

MANDATORY PRE-BID CONFERENCE INFORMATION – Meet by Flagpoles at each sites

Location 1.) Umoja International Academy @ **10:00am**, 5301 N St, Sacramento, CA 95819
Location 2.) Leonardo Da Vinci K-8 @ **11:00am**, 4701 Joaquin Wy, Sacramento, CA 95822

Contact: **Tina Alvarez-Bevens**
Date: **Monday, May 4th 2026**
Time: **10:00am-12:00pm**

Bidders will be required to sign-in to verify attendance. The pre-bid conference will include an in-person site walk to familiarize Bidders with existing site conditions.

Attendance for duration of meeting at the site, including the site walk, is mandatory and each prime contract bidder ("Bidder" or "Bidders") shall be required to certify, as part of its Bid, that it attended the entirety of the Pre-Bid conference. Failure to attend the entirety of the pre-bid conference or to include the certification

will render the bid non-responsive. For all Pre-Bid visits (other than the Pre-bid conference), Bidder must make an appointment with the Construction Manager prior to visiting the Site.

Section1.03 The District's forms shall be used for all Bid documents. Bidders shall read and review the Bidding Documents carefully, and shall familiarize themselves thoroughly with all requirements. To be responsive, a Bid must conform to the requirements of the Bidding Documents.

Section 1.04 No Bid will be considered unless it is accompanied by Cashier's Check, Certified Check, or Bid Bond from a surety authorized to do business in California for ten percent (10%) of the total amount of the Bid, including additive Alternate Bids (if any), made payable to the District. The above-mentioned check or bid bond shall be given as a guarantee that the Bidder shall, if selected by the District, execute the Contract, in conformance with the Contract Documents.

Section 1.05 Bids shall not expire for a period of 90 days after the date set for the bid opening. Within ten (10) days after notification of the District's Notice of Intent to Award the Contract, the successful Bidder will be required to furnish a Labor and Material (Payment) Bond, and a Performance Bond in substantially the form set forth in the Construction Forms Manual, proof of insurance (if required), and all other documents and information specified in the Notice of Intent to Award.

Section 1.06 The District is an equal opportunity employer. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender, national origin, or other class protected by Government Code section 12940(a). The District encourages the participation of DVBE businesses.

Section 1.07 The successful Bidder shall be required to pay its workers on this Project a sum not less than the general prevailing rate (applicable at time of bid advertisement date) of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the Project is performed, as provided under California Labor Code Sections 1726-1861. Copies of the prevailing rate of per diem wages may be obtained at https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 1.08 The District reserves the right to reject any and all Bids and to waive any irregularity in any Bids received.

Section 1.09 At the request and expense of the successful Bidder, eligible securities shall be accepted in lieu of retention payments to insure performance under the Contract, pursuant to California Public Contract Code Section 22300. Said securities shall be deposited prior to the submission of the successful Bidder's first progress payment application.

Section 1.10 The District participates in all available rebate programs. The successful Bidder agrees to notify the District of any available rebate of which the successful Bidder is aware, and to provide the District with invoices and all other documentation necessary to claim any available rebate. The District will apply for available rebates, and the rebates will be paid directly to the District, not the successful Bidder.

Section 1.11 The selected contractor shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.

Section 1.12 NOT USED

Section 1.13 The District has entered into a Project Labor Agreement that may be applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, www.scusd.edu, using the https://www.scusd.edu/pod/project-labor-agreement link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement, if applicable.

1 END OF SECTION

Section 00 21 13 - INSTRUCTIONS TO BIDDERS

Section 1.01 Project Team

The Project Team consists of the following:

The District:	Sacramento City Unified School District
The District Representative:	Kitchell CEM
The Project:	**SCUSD Umoja and Leonardo Da Vinci Gym upgrades and EV Chargers #0151-470, 0450-470**
The Project Address(s):	**Umoja:** 5301 N St, Sacramento, CA 95819
	LDV: 4701 Joaquin Wy, Sacramento, CA 95822

Section 1.02 Bidding Documents

The "Bidding Documents" include the Notice to Bidders, Instructions to Bidders, Proposal Forms, Subcontractor Listing Form, Non-collusion Declaration, Iran Contracting Act Certification, Certification Regarding Russian Sanctions, Post Bid Interview, Agreement for Construction, Bid Security, Performance and Labor & Material (Payment) Bond Forms, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, the Hazardous Materials Requirements (if applicable), Addenda, and the Construction Forms Manual.

A. Bidders shall use complete sets of Bidding Documents in preparing Bids. Bidders are responsible for ascertaining that the Bidding Documents upon which their Bids are based are complete sets. Failure to fully complete and submit all pages of the Bid Form and Bidding Documents required at the time of the Bid may result in the Bid being rejected as non-responsive.

B. Bidding Documents are provided to Bidders for bidding only. No other use is permitted.

C. Should a Bidder find discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents and/or applicable Federal, State, and local regulations or requirements, and/or should Bidder have any doubt about the meaning of any of the Contract Documents, the Bidder shall submit questions to Robert Aldama at robert-aldama@scusd.edu, Tina Alvarez-Bevens at tina-alvarez-bevens@scusd.edu, and Eric McMullen at emcmullen@Kitchell.com. Bidder's questions shall be submitted no later than **Wednesday, May 6th, 2026, 10:00AM**.

D. The District will post to the District Online Bid Platform (all registered bidders will receive notification) and District website all clarifications in the form of Addenda (https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=7842f0f7-7583-4b65-a167-81792768df4f&bidpackageid=bb8a2f2a-b9e2-4ecf-a8e5-e74bf5fe82ea).

E. Each Bidder shall ascertain, prior to submitting a Bid, that every Addendum issued prior to the Bid Date has been considered, and shall acknowledge receipt of each Addendum on the Bid form. Each Addendum will become a part of the Contract for Construction.

F. After issuance of the Bid Documents and except as expressly provided, communication with the District regarding the substance of the Bid Documents or Project outside of the Pre-Bid Conference, including without limitation communication with District employees or any Board member, is prohibited until a Notice of Intent to Award is issued. Notwithstanding the foregoing, potential Bidder may direct general questions related to the Bid to: Robert Aldama at robert-aldama@scusd.edu, Tina Alvarez-Bevens at tina-alvarez-bevens@scusd.edu, and Eric McMullen at emcmullen@Kitchell.com.

Section 1.03 Safety Requirements

In order to be eligible for award, Bidders must have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year. In addition, Bidders must have no

"serious" and "willful" violations of Labor Code sections 6300 *et seq.* in the past five (5) years. As a condition of award, the selected Bidder will be required to provide its Injury and Illness Prevention Program.

Section 1.04 Bid Security

A. Each Bid shall be accompanied by Bid Security, pledging that the Bidder will enter into a contract with the District in accordance with the terms stated in the proposal, and will furnish required payment and performance bonds. The Bid Security will be returned to Bidders within ten (10) days after the successful Bidder has executed and returned the contract for the Project. Should any Bidder awarded a contract fail or refuse to enter into such a contract or fail to furnish required bonds, the Bid Security shall be used to compensate the District for added costs associated with awarding the contract to another Bidder, including any costs of rebidding the Project if the District elects to rebid.

B. Bid Security shall be in the amount of ten percent (10%) of the total Bid(s), including additive Alternate Bids.

C. Bid Security shall be in the form of a Bid Bond from a surety company authorized to do business in California, Cashier's Check or a Certified Check, or Cash. The District shall be listed as obligee on the bond or payee on the check.

D. If a Bid Bond is submitted, the attorney-in-fact who executes the bond on behalf of the Surety shall attach to the Bond a certified, current copy of its Power of Attorney. The bid bond form supplied by the Surety is adequate

Section 1.05 Subcontractor Listing

Pursuant to the Subletting and Subcontracting Fair Practices Act, Sections 4100 to 4114, inclusive, of the California Public Contract Code, every Bidder shall in its bid set forth:

A. The name, contractor license number, DIR registration number, and location of the place of business of each subcontractor that will perform work valued at more than one-half of one percent (0.5%) of the Bidder's total Bid. Only subcontractors required to be listed by Public Contract Code section 4104 are required to be listed.

B. The portion of the Work that will be done by each Subcontractor, including for additive Alternate Bids. If the Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of one percent (0.5%) of the Bidder's total Bid, including additive Alternate Bids, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder shall perform that portion itself. The successful Bidder shall not, without the written consent of the District, either:

1. Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid.
2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the bid. This requirement shall not prohibit a listed subcontractor from further subcontracting a portion of its work, so long as such subcontracting is otherwise permitted by law.
3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the total Bid, including additive Alternate Bids, as to which its original Bid did not designate a Subcontractor.

In addition, **Bidders shall list all Disabled Veteran Business Enterprises ("DVBE") for which the Bidder seeks credit**, even if the DVBE is not otherwise required to be listed by the Subletting and Subcontracting Fair Practices Act. If the DVBE is a lower tier subcontractor, the Bidder must identify the first tier subcontractor under which the DVBE will be performing its scope of work to avoid listing two subcontractors for the same portion of work.

Any subcontractor listed in accordance with Public Contract Code section 4104 shall be registered pursuant to Labor Code section 1725.5 at the time of bidding.

The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website,

www.scusd.ed, using the https://www.scusd.edu/pod/project-labor-agreement link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.

Section 1.06 Bid Submittal

Bids shall be submitted at the SCUSD Serna Center, 5735 47th Avenue, Sacramento, California 95824. Bids not received by the deadline will not be considered. Please be advised that there may be a heavy demand at the deadline for submitting Bids, and the District assumes no responsibility if the Bidder is unable to timely complete submission of its Bid. Bids will not be opened or reviewed until the Bid deadline.

By submitting a Bid, each Bidder certifies that:

A. The Bidder has read and understands the Bidding Documents,

B. The Bid is made in accordance with the Bidding Documents,

C. The Bidder has visited the project site and is familiar with the local conditions under which the work will be performed. The Bidder acknowledges that failure to visit the site will not relieve the Bidder of the responsibility for observing and considering those conditions which a contractor would have observed and considered during a site visit, estimating properly the difficulty and cost of successfully performing the work or proceeding to perform the work without additional cost to the District.

D. The Bidder agrees that the plans, specifications, and reports are adequate to the best of the Bidder's knowledge and that the work can be performed for the amount bid in strict accordance with the terms of the Contract Documents.

E. Bidder has attended the full duration of the mandatory Pre-Bid Conference.

Section 1.07 Bid Opening and Contract Awards

A. Bids will be opened publicly and read aloud at the time and date established in the Notice to Bidders. Bid Summaries may be made available to Bidders not sooner than 72 hours after the Bid Date.

B. Contract award, if any, will be to the lowest responsive, responsible Bidder. If the Bidding Documents include Bid Alternates, the lowest Bid will be determined based on any combination of Base Bid and Alternates as determined by the District. This process is conducted by the District in a "blind selection" format, i.e., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. All awards will be made in the District's best interest. No award will be made to a Bidder which is not pre-qualified if pre-qualification is required, and no award will be made to a Bidder that is not registered in accordance with Labor Code section 1725.5.

C. The District reserves the right to waive any informality or irregularity in any Bid.

D. The District reserves the right to reject any and all Bids.

E. If the District elects to award the Contract, then the District will issue a Notice of Intent to Award to the successful Bidder and post the notice on its website and Online Bid Platform. The Notice will require the selected Bidder to submit specified documents to the District prior to the Board meeting at which award will be considered.

Section 1.08 Bid Protests

A. Any Bidder may file a protest against the award of the Contract to any other Bidder. The protest must be in writing, filed within five (5) calendar days after the posting of the Notice of Intent to Award the contract, and must set forth all factual and legal grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the

Bidder from challenging, whether before the District or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or any ground not set forth in the protest.

B. The District will provide a written response to any timely bid protest.

Section 1.09 Post-Bid Interviews

A. Bidders in contention for contract awards may be asked to attend a Post-Bid interview and submit Post-Bid submittals in rough draft form for review.

Section 1.10 Post-Bid Submittals

The successful Bidder shall submit all required Post-Bid documents by the date identified in the Notice of Intent to Award. The Post-Bid documents include:

1. Payment Bond
2. Performance Bond
3. Local contact for Surety
4. Insurance Certificates
5. Agreement: To be executed by successful Bidder. Submit two (2) original, hard copies, each bearing an original signature.
6. Criminal Background Investigation/Fingerprinting Certification.
7. Worker's Compensation Certification
8. Prevailing Wage and Related Labor Requirements Certification.
9. Drug-Free Workplace Certification.
10. Tobacco-Free Environment Certification.
11. Hazardous Materials Certification.
12. Lead-Based Materials Certification.
13. Imported Materials Certification.
14. Disabled Veteran Business Enterprise Participation Certification.
15. List of all Subcontractors and suppliers with their contractor license numbers, contractor registration number (DIR), addresses, telephone and fax numbers (2 copies required)
16. Name of the full-time superintendent
17. Emergency contact names and numbers
18. The name of the safety supervisor
19. Copy of Safety Manual (Illness and Injury Prevention Program)
20. Name of the person(s) authorized to sign documents for this project
21. Resume for full time superintendent
22. W9
23. Escrow Agreement in Lieu of Retention (Contractor's Option)

The contract will not be submitted to the District's Board for approval and award until all required pre-award documents are received. If the intended awardee fails to submit the required documents in the time specified, the District may reject its Bid and award to the next lowest responsive, responsible Bidder.

END OF SECTION

Section 00 21 16 - BID FORM INSTRUCTIONS

ARTICLE 1. INSTRUCTIONS

Section 1.01 Bid Forms

Bidders are required to use the Bid Form provided.

The “Bid” stated in the Bid Form is the total amount for which the Bidder proposes to perform the Work.

Where bid Alternates are required, “Base Bid” is the total amount stated on the Bid Form for which the Bidder offers to perform Work that necessarily is part of any contract awarded, and from which “Alternates” may be added or deleted at the District’s discretion. The “Total Base Bid Amount” stated on the Bid Form is the total of the Base Bid plus the required allowances, if any. Where the Bid Form requests unit prices, “Unit Prices” are amounts bid by unit measure of materials and/or services, as required in the Bidding Documents; amounts paid under a contract will be based on actual units multiplied by the unit price. Estimated units stated in the Bid Form are for evaluation purposes only, and are not a guarantee of any specific amount of units of work.

Section 1.02 Bids

A. A responsive Bid must include all of the following:

1. Completion of all sheets of the Bid Form, Section 00 42 00, as required
2. Bid Security (see Section 00 21 13, Article 1.06)

B. Bids shall be submitted at the SCUSD Serna Center, 5735 47th Avenue, Sacramento, California 95824

C. All spaces provided on the Bid Forms shall be filled in. If any space provided is not utilized by the Bidder, that space shall be filled in with the notation "NA" (Not Applicable).

D. Complete Bid Forms legibly, preferably by typewriter or computer. At the District’s discretion, if any bid amount on the Bid Form is not legible, the District may reject the Bid as uncertain and unavailable for award.

E. Where indicated, all amounts shall be expressed in words and in figures. In case of discrepancy, the words shall govern. In the case of a discrepancy between the Total Bid Amount stated on the Bid Form and the actual total, the actual mathematical total will govern. In the case of a discrepancy between a Unit Price and an extended price, the unit price shall govern. Failure to list a Unit Price or lump sum price for a type of work where indicated shall be understood to be a unit price/lump sum price of $0.

F. Bidders shall not make unsolicited notations or statements on the Bid Forms. If the District determines that any notation indicates a conditional Bid, the Bid shall be rejected as being non-responsive.

G. All changes to and erasures or crossing out of the Bidder's entries shall be initialed by the signer of the Bid.

H. Each Bid shall include the legal name of the Bidder and a statement regarding whether the Bidder is a sole proprietor, a partnership, a corporation, a limited liability company, or other type of legal entity. Bids submitted by corporations shall have the state of incorporation noted. Any Bid submitted by an agent shall have a current Power of Attorney attached, certifying the agent's power to bind the Bidder.

I. If the Bid Form includes Bid Alternates, all requested Alternates shall be bid or the Bid will be incomplete and non-responsive.

Section 1.03 Completion of Bid Form

A. Submit only one Bid Form for each Bid Package.

B. List Contractor's License number, contractor registration number (DIR), and expiration dates of both. Sign and date this section in the space provided.

C. Fill in the numbers and dates of all Addenda received and considered in the Proposal. Bids must include acknowledgment of all Addenda issued prior to the Bid Date. Failure to acknowledge any Addendum containing substantive information about, or changes to, the Bidding Documents shall make the Bid non-responsive and unavailable for award.

D. Fill in the amount of Bid Alternates, as applicable.

E. Fill out and sign the Non-Collusion Declaration, Iran Contracting Act certification (if applicable), Certification Regarding Russian Sanctions, and Site Visit Certification.

F. Fill in Subcontractors list, **including all DVBEs for which the Bidder claims credit**; if there will not be any Subcontractors, check the appropriate blank. State whether the DVBE goal was met or good faith efforts documentation will be submitted.

G. Type or print the signer's name and title in the spaces provided below the signature.

H. Date the form in the spaces provided.

I. Sign in the spaces provided.

Section 1.04 Submission of Bids

A. Bids shall be submitted at the SCUSD Serna Center, 5735 47th Avenue, Sacramento, California 95824.

B. Bids shall be submitted by the time and date stated in the Notice to Bidders. Late Bids will not be accepted.

C. If the DVBE participation goal is not met, submit documentation of DVBE Good Faith Efforts ("GFE") **within 24 hours after the proposal deadline**. Bidders are encouraged to submit GFE documentation even if they believe they have met the DVBE goal in the event there is a problem with a listed DVBE. Late GFE documentation will not be accepted and will result in any Bid that fails to meet the DVBE goal being rejected as non-responsive.

D. Bidders shall bear full responsibility for ensuring that Bids are received by the time and date designated for receipt of Bids. There may be a heavy demand at the deadline for submitting Bids, and the District assumes no responsibility if the Bidder is unable to complete the submission of its Bid by the deadline.

E. No telephones, fax machines, scanners, or computers will be provided by the District or the District Representative.

Section 1.07 Modification or Withdrawal of Bids

A. A Bid may not be withdrawn by the Bidder following the time and date designated for the receipt of Bids, except in accordance with Sections 5100 - 5108 of the Public Contract Code.

B. Prior to the time and date designated for receipt of Bids, Bids may be withdrawn and a revised Bid may be submitted before the Bid deadline. Withdrawals shall be through the Online Bid Platform. Telephone, fax, and email withdrawals will not be accepted.

C. Withdrawn Bids may be resubmitted up to the time and date designated for receipt of Bids.

END OF SECTION

Section 00 42 00 - BID FORM

PROPOSAL FOR: Sacramento City Unified School District

TO: Sacramento City Unified School District
5735 47th Avenue, Sacramento, California 95824

COVERING BID PACKAGE: **#0151-470, 0450-470 SCUSD Umoja and Leonardo Da Vinci Gym upgrades and EV Chargers**

SUBMITTED BY: _____
Name of Bidder

_____
Address

_____
Phone #/Fax #:

License number: _____. License type: ____. License expiration date: _____.

Public Works Contractor DIR Registration #_____ Expiration date: _____

Average EMR (past 5 years): _____ Total "serious" and "willful" OSHA violations (past 5 years): ____

Bidder:

On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), and the Construction Forms Manual, and further, being reasonably familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents. Bidder agrees to comply with all requirements of the Project Labor Agreement.

Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work encompassed by this Bid, and acknowledges that its Bid includes the Work of all trades within the Bid Package covered in the Bid and understands that, if awarded the Contract, Bidder shall be the Prime Contractor to the District and agrees that its Bid, if accepted by the District, will be the basis for a contract with the District in accordance with the intent of the Contract Documents.

Bidder agrees to complete the Work required within the Bid Package within the time indicated in the Special Provisions, subject to liquidated damages as specified in the Special Provisions.

The undersigned has the authority to so bind Bidder to these representations and agreements.

_____ _____ ***Affix Corporate Seal Here***
Signed Date

_____
Print Name

_____
Title

Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates (if any), made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee. If this Bid is not accepted within the time set for acceptance of bids, or any extension thereof, or if the contract is fully executed with another Bidder, or if the District elects not to award a contract, then the check or bid bond shall be returned to the Bidder.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO.____ DATE_____ NO.____ DATE_____
NO.____ DATE_____ NO.____ DATE_____ ***(Include All Addenda)***
NO.____ DATE_____ NO.____ DATE_____
NO.____ DATE_____ NO.____ DATE_____

_____
Signed

_____
Print Name

_____
Title

BID PACKAGE: #0151-470, 0450-470 SCUSD Umoja and Leonardo Da Vinci Gym Upgrades

1. **Leonardo Da Vinci: Gym Floor Replacement** TOTAL BID: Lump Sum (in words) _____
_____Dollars
Lump Sum (in figures) $_____

Leonardo Da Vinci: Bleacher Replacement TOTAL BID: Lump Sum (in words) _____
_____Dollars
Lump Sum (in figures) $_____

Umoja: Gym Floor Replacement TOTAL BID: Lump Sum (in words) _____
_____Dollars
Lump Sum (in figures) $_____

Umoja: Bleacher Replacement TOTAL BID: Lump Sum (in words) _____
_____Dollars
Lump Sum (in figures) $_____

Umoja: EV Chargers TOTAL BID: Lump Sum (in words) _____
_____Dollars

Lump Sum (in figures) $_____

2. Allowance for **unforeseen site condition(s)** to be used at the sole discretion of the District representative. Unused portions of allowance will be deducted via change order.

ALLOWANCE (in figures): **$150,000.00**

3. Allowance for **DSA Reconciliation** to be used at the sole discretion of the District representative. Unused portions of allowance will be deducted via change order.

ALLOWANCE (in figures): **$250,000.00**

TOTAL BASE BID equals sum of Items 1, 2 and 3. The undersigned proposes to provide and construct the Work required for the above listed Bid Package in accordance with said Contract Documents for the amount of:

TOTAL BASE BID (in words): _____

_____**DOLLARS**

TOTAL BASE BID (in figures): **$**_____

_____
Signed (Signature of Bidder)

_____
Name of Firm

AGREEMENT

It is understood and agreed that if written notice of the District's acceptance of this Bid is mailed, emailed, or otherwise delivered to the undersigned Bidder after the opening of the Bid, and within the time in which the District may accept the Bid, the undersigned Bidder will execute and deliver to the District a contract in the form included with the Bidding Documents within ten (10) days after receipt of the Notice of Intent to Award or other notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to timely execute the Contract, the District may declare the Bidder's bid security forfeited.

Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to 4114 of the California Public Contract Code and the Instructions to Bidders and a listing of Disabled Veteran Business Enterprises, including any DVBE acting as a material supplier, lower tier subcontractor, or other entity not required to be listed by the Subletting and Subcontracting Fair Practices Act.

Also enclosed herewith are the Non-Collusion Affidavit, Iran Contracting Act certification, and Certification regarding Russian Sanctions, as required by law. Site Visit Certification shall also be enclosed herewith if pre-bid site visit was mandatory.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents, who shall be either a) the president or b) any vice president and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If Bidder is a partnership or limited liability company, the true name of the firm shall be set forth below together with the signature of a partner or member authorized to sign contracts on behalf of the partnership or LLC. If Bidder is an individual, his/her signature shall be placed below.

NAME OF BIDDER:

_____

BY: _____ _____
Signature Title

_____
Type/Print Name

_____ _____
Signature Title

_____
Type/Print Name

_____ _____
Signature Title

_____
Type/Print Name

DATE: _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF _____)
) ss.
County of _____)

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

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

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

_____ _____
Signature of Bidder Date

_____
Print Name

IRAN CONTRACTING ACT CERTIFICATION FORM

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a proposal to the District, you must complete ONLY ONE of the following two paragraphs. To complete paragraph 1, check the corresponding box and complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the District to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with our Bid.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Company Name (Printed) Click here to enter text.	*Federal ID Number* Click here to enter text.
By (Authorized Signature)	
Printed Name and Title of Person Signing Click here to enter text.	
Date Executed Click here to enter text.	*Executed in the County of _____ in the State of _____*

CERFIFICATION REGARDING RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” hereunder refers to sanctions imposed by the United States government in response to Russia’s actions in Ukraine, as those sanctions may be updated from time to time, as well as any sanctions imposed under state law. By its signature below, the Respondent represents that it is not a target of Economic Sanctions.

Should the District determine that the Respondent is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Respondent’s Proposal **for lack of responsibility** any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination for default by the District. The Contractor will be required to obtain a similar certification from all proposed trade contractors subject to the protections of Public Contract Code section 4100 *et seq.;* failure to obtain such certification and/or a determination that any such proposed subcontractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities will be grounds for rejection of the proposed subcontractor.

I, the official named below, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on _____ at _____, California.

[Date] [City]

RESPONDENT: _____

BY: _____
Signature

_____
Type/Print Name

_____
Title

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Sacramento City Unified School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

1.

2.

3.

INSTRUCTIONS TO SUBCONTRACTOR AND DVBE LISTING FORM

1. Insert Bidder's name where indicated. Note: Bidder's name is to be inserted below the table on the second page as well as at the top of the first page.

2. Check next to either the Bidder is not using any Subcontractors/DVBEs OR all Subcontractors required to be listed and DVBEs for which credit is claimed have been listed.

3. For each listed entity, identify the portion of work to be performed by the subcontractor/DVBE. Where not all work will be performed by a single subcontractor, Bidder may designate "partial" and further define the portion of the work to be performed. The "portion" of work must specify which subcontractor will be responsible for applicable mechanical, electrical, and plumbing (MEP) work, even if that work will be further subcontracted to a lower-tier subcontractor. **If any first-tier subcontractor identified for MEP work is not prequalified, then the bidder must identify the prequalified lower-tier subcontractor who will perform the work**; failure to do so will result in the bid being deemed non-responsive. If the portion of work does not identify one or more MEP subcontractors, if required for the work, then the prime contractor must perform that work with its own forces.

4. **All DVBEs** for which the Bidder is claiming credit must be listed on the form and identified as DVBEs, even if the work to be performed is less than one-half of one percent (0.5%) of the bid amount, involves supply of materials, or is to be performed by a lower-tier subcontractor. ***Note:*** Equipment Brokers, as defined in the DVBE Requirements, are not eligible for credit towards the DVBE participation goal.

5. In the column for "portion of work," if the listed entity is a DVBE, state **both** a description of the portion of work **and** a dollar amount. Subcontractors that are not DVBEs are not required to, but may, include a dollar amount of work. For DVBE entities that will not be contracting directly with Bidder (second tier or lower subcontractors), identify the subcontractor with which the DVBE will be contracting.

6. For each listed entity, fill in its name, license number and DIR registration number, and location of the place of business. For all DVBEs, also include the DVBE certification number assigned by the California Department of General Services.

7. For each listed entity, indicate either Y (yes) or N (no) in the column to specify whether the listed entity is a certified DVBE.

8. Ensure that Bidder's name is inserted where indicated. Mark the box for **either** the Bidder is a DVBE, **or** the Bidder will meet the DVBE goal with the listed DVBEs, **or** the Bidder has not met the goal. If the Bidder has not met the goal, state the percentage of DVBE participation achieved.

9. Sign the form where indicated.

10. Additional pages may be copied if necessary. Signature is only required once.

LIST OF SUBCONTRACTORS FOR _____ (BIDDER)

PROJECT: **#0151-470, 0450-470 SCUSD Umoja and Leonardo Da Vinci Gym upgrades and EV Chargers**

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the portion of work to be performed by each Subcontractor and DVBE and the names, contractor license numbers, DIR registration numbers, and locations of the place of business of each Subcontractor and DVBE. Listed subcontractors shall be entitled to the protections of Public Contract Code sections 4100 to 4114. Please check one of the boxes and sign below:

☐ We are not using any Subcontractors or DVBEs.

☐ All of our Subcontractors who are performing at least 1/2 of 1% of the Work, including for any additive Alternates, **and** any DVBEs for which the Bidder claims credit, are listed below.

PORTION OF WORK TO BE PERFORMED (1)	NAME OF SUBCONTRACTOR	LICENSE, DIR AND DVBE NUMBERS	DVBE [Y/N]	LOCATION OF PLACE OF BUSINESS
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		

PORTION OF WORK TO BE PERFORMED (1)	NAME OF SUBCONTRACTOR	LICENSE, DIR AND DVBE NUMBERS	DVBE [Y/N]	LOCATION OF PLACE OF BUSINESS
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		
		CSLB: DIR: DVBE #:		

_____ (Insert Bidder name):

☐ Is a certified DVBE.

☐ Will meet the stated DVBE participation goal and has listed all DVBEs above.

☐ Has not met the goal but will achieve ____ % DVBE participation based on the DVBEs listed above.

By the signature below, the Bidder certifies under penalty of perjury under the laws of the State of California that, in performing the portion of work identified above, each listed DVBE shall perform a commercially useful function, as defined in Military & Veterans Code section 999(b)(5)(B)(i).

_____

Signed

(1) For DVBE subcontractors or suppliers, the work must be identified by description and a dollar amount. For second tier or lower subcontractors, identify the subcontractor with which the DVBE will be contracting.

END OF SECTION

DVBE AND GOOD FAITH EFFORTS REQUIREMENTS

Section 1.01 DVBE Policy

Definitions:

The term "Disabled Veteran Business Enterprise" (DVBE) means a business concern that is certified as a DVBE by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).

The term "Bidder" means any person or persons, firm, partnership, corporation, or combination thereof making an offer, a proposal, or submitting a response to the Bidding Documents with the intent of forming a Contract with the District on the Project.

The term "Contractor" means the Bidder to whom the Contract is awarded.

The term "Participation Goal" or "Goal" means a numerically expressed DVBE objective that Bidders are required to make efforts to achieve in accordance with Section 17076.11 of the Education Code.

The term "Equipment Broker" means a DVBE that rents equipment ***unless*** one or more disabled veterans has at least a 51% ownership of the equipment. If the equipment is owned by one or more disabled veterans, then, to avoid being an Equipment Broker, each disabled veteran owner shall, prior to performance, submit a declaration signed by the disabled veteran owner stating that the owner is a disabled veteran and providing the name, address, telephone number, and tax identification number of the disabled veteran owner.

The term "Good Faith Efforts" or "GFE" means that the Bidder took all necessary and reasonable steps to achieve the DVBE Participation Goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DVBE participation, even if they were not fully successful. Good Faith Efforts are further delineated in Section 1.02 below.

DVBE Goals:

In accordance with Education Code section 17076.11, the District has a Participation Goal for DVBEs of three percent (3%). Prior to, and as a condition precedent for, final payment, the Contractor shall provide documentation to the District identifying the amount paid to DVBEs under the Contract, so that the District can assess its success at meeting this Participation Goal.

For any work performed by a prime contractor or subcontractor (including materials suppliers) to be counted toward meeting the DVBE Participation Goal, such business concern must possess current and valid certification as a DVBE through the OSDS. In addition, the work must conform to the most current regulations and requirements as published by the California Department of General Services (DGS) and/or OSDS. For additional information see http://www.dgs.ca.gov/pd/Programs/OSDS.aspx.

Section 1.02 Requirements; Good Faith Efforts (GFE)

The Participation Goal for this contract is 3%. Rental of equipment from an Equipment Broker shall not be credited towards the DVBE goal.

The Bidder shall either commit to meeting the Participation Goal or demonstrate Good Faith Efforts to do so, as described below. If the Bidder is a DVBE, then the Bidder must clearly identify that fact in its bid. If the Bidder is not a DVBE, then all DVBEs for which the Bidder is claiming credit must be listed on the Subcontractor listing form and identified as DVBEs, even if the work to be performed is less than one-half of one percent (0.5%) of the bid amount, involves supply of materials, or is to be performed by a lower-tier subcontractor. Work to be performed by a lower tier subcontractor must be identified as such on the listing form to avoid the Bidder listing two subcontractors for the same scope of work.

Although GFE have been eliminated from Public Contract Code sections 10115 *et seq*., the District's obligation is separately stated under Education Code section 17076.10 and its OPSC grant, so the District may find a Bidder to have complied with the DVBE requirements if it establishes GFE. To establish GFE, the Bidder must demonstrate at least the following:

1. Select portions of the work for which to solicit DVBEs in order to increase the likelihood that the DVBE goals will be achieved. This may include breaking out contract work items into smaller units or soliciting DVBEs for portions of the work that the Bidder might otherwise prefer to perform itself. ***Identify the selected portions of work in the GFE documentation.***

2. Search at least the OSDS DVBE database to identify DVBEs to solicit to perform the portions of work identified. ***Print the search results to include with the GFE documentation.***

3. Advertise for DVBE participation in focus or trade publications reasonably expected to reach DVBEs in the region as early in the process as is practicable. Depending on the project and results, multiple advertisements may be appropriate. Generally, the first publication should occur **no later than** one week after the pre-bid conference. ***Submit a copy of the advertisement(s) with the GFE documentation.***

4. Solicit interest from identified DVBEs (from the OSDS database or otherwise) as early in the bidding process as practicable to allow the DVBEs to respond to the solicitation and submit a timely bid. Solicitations may be by phone, fax, email, letter, or other reasonable means, but must be documented. ***Submit documentation of all outreach efforts with the GFE documentation. Include copies of all DVBE responses.***

5. Follow up initial solicitations. ***Document all such efforts and DVBE responses as part of the GFE documentation.***

6. Work with interested DVBEs, including providing adequate information about the Project and portions of work available and negotiating in good faith with interested DVBEs to assist them with being able to bid. ***Document all such efforts with the GFE documentation.***

All documentation of GFE must be submitted within 24 hours following the bid deadline. Documentation submitted after that time will not be considered.

Bidders planning to meet the Participation Goal may still want to document GFE in the event of a shortfall in planned DVBE participation or other disqualification of a listed DVBE.

Section 1.03 Substitutions

The Contractor must use the DVBE subcontractor(s) and/or supplier(s) proposed unless the Contractor requests and receives authorization to substitute from the District. A DVBE subcontractor or supplier shall be replaced by another DVBE, if possible. The DVBE will be given the rights afforded by Public Contract Code section 4107 prior to the District acting on a requested substitution.

FAILURE TO ADHERE TO THE DVBE PARTICIPATION PROPOSED BY THE SUCCESSFUL BIDDER MAY BE CAUSE FOR CONTRACT TERMINATION AND/OR RECOVERY OF DAMAGES UNDER THE RIGHTS AND REMEDIES UNDER THE DEFAULT SECTION OF THE CONTRACT.

Good Faith Effort Checklist

The following checklist is provided to assist Bidders in compiling their good faith efforts documentation. Bidders are encouraged, but not required, to submit the checklist with their documentation. Bidders should not consider the following checklist to identify all actions that can or must be taken to establish good faith efforts, which will depend on the circumstances encountered by the Bidder. Bidders should explain any circumstances that they want the District to consider in evaluating the good faith efforts.

Item #	Description	Items Attached
1.	Identify portions of work for which DVBEs were solicited (can be done below).	☐
2.	Provide copies of printed search results from California Office of Small Business & Disabled Veterans' (OSDS) DVBE Database **Recommendation:** If the bidder does not solicit substantially all of the DVBEs identified on the printout(s), explain how the bidder selected the DVBEs to solicit.	☐
3.	Provide copies of DVBE Advertisements	☐
4.	Provide copies of all solicitation efforts including phone calls, fax, email, letter or other reasonable means, as well as all responses. **Recommendation:** If significant numbers of the solicited DVBEs cannot be reached or indicate that they do not intend to bid, then the Bidder is encouraged to identify additional DVBEs to solicit for participation.	☐
5.	Provide copies of follow-up to initial solicitations and all responses. Identify the date, time, and manner of the follow-up and any responses received. **Recommendation:** If significant numbers of the solicited DVBEs cannot be reached or indicate that they do not intend to bid, then the Bidder is encouraged to identify additional DVBEs to solicit for participation.	☐
6.	If the Bidder worked with interested DVBEs, describe all such efforts.	☐
7.	Describe any additional circumstances that the Bidder wants the District to consider in evaluating good faith efforts, including any additional actions taken to secure DVBE participation.	☐

SECTION 00 45 90 - POST BID INTERVIEW

SUMMARY

If requested by the District, this Section requires the apparent low bidder to attend and participate in a Post Bid Interview with the Construction Manager, prior to award of any contract by the District. The Post Bid Interview will be scheduled by the Construction Manager within three (3) calendar days after the date of bid.

REQUIRED ATTENDANCE

A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.

The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.

Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

POST BID INTERVIEW PROCEDURE

The Construction Manager will review the Bid with the attendees.

The Construction Manager will review the Contract Documents with the attendees, including but not limited to:

Insurance

Bonding

Addenda

Pre-Bid Clarifications

Scope of Work

Bid Packages Descriptions

Bid Alternates

Contract Plans

Contract Specifications

Project Schedule and Schedule Requirements

Critical Dates Requirement for Other Bid Packages

Prevailing Wage Requirements

Liquidated Damages

Required Documentation for Contract Administration

Contract Coordination Requirements

POST BID INTERVIEW DOCUMENTATION

The Construction Manager will document the Post Bid Interview on the form attached to this Section. Both the apparent low bidder and the Construction Manager are required to sign the Post Bid Interview Documentation.

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POST BID INTERVIEW

CONSTRUCTION MANAGER

Kitchell CEM

Eric McMullen
2450 Venture Oaks Way, Sacramento CA 95833
(916) 425 – 5652

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

1. INTRODUCTIONS:
   Present
   a.

_____	_____
CONTRACTOR	CONTRACTOR
_____	_____
_____	_____
[CM]	[CM]

2. PROPOSED CONTRACT:

3. PURPOSE OF INTERVIEW IS TO ASSURE A MUTUAL UNDERSTANDING OF THE FOLLOWING:

   a. Do you acknowledge submission of a complete and accurate bid? Yes No

   b. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? Yes No

   c. Do you acknowledge the requirements for the escrow of bid documents? Yes No

   d. Are you comfortable with your listed subcontractors? Yes No

4. CONTRACTUAL REQUIREMENTS:

   a. Do you understand you are a prime contractor? Yes No

   b. Can you meet specified insurance requirements? Yes No

      (1) Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? Yes No

      (2) Are you requesting that the District accept an Excess Liability Insurance Policy to meet the policy limit? Yes No

(3) Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? Yes No

c. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? Yes No

(1) Cost for bonds: _____% Yes No

(2) Is the cost of your bonds in your base bid? Yes No

(3) Is your surety licensed to issue bonds in California? Yes No

d. Do you understand the fingerprinting requirements? Yes No

e. Is it understood that all workers must be paid prevailing wage? Yes No

f. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? Yes No

5. SCOPE OF WORK:

a. Acknowledged Receipt of Addenda #1-__ Yes No

b. Are the costs for addenda items included in your bid? (if applicable) Yes No

c. Do you have a complete understanding of your Scope of Work under the proposed Agreement? Yes No

d. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? Yes No
If yes, please identify them.

(1) _____

_____

(2) _____

_____

(3) _____

_____

Is (are) there additional cost(s) for the above item(s)?
Yes No

e. Is the cost for allowance included in your bid? Yes No

f. Have you reviewed bid alternative(s) #1-___? (if applicable) Yes No

g. Are the costs for bid alternatives included in your bid? Yes No

h. Are the plans and specifications clear and understandable to your satisfaction? Yes No

i. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No

6. SCHEDULE:

a. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No

(1) Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No

(2) Can you meet the submittal deadline? Yes No

(3) It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No

(4) [Not used] Yes No

_____

_____

_____

b. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

c. Do you understand that there is going to be maintenance and other construction taking place on site during the course of the project? Yes No

7. EXECUTION OF WORK

a. Do you understand the access to the site? Yes No

b. Do you understand the staging area restrictions? Yes No

c. Have you included protection of [asphalt, floors, and roofs]? Yes No

d. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? Yes No

8. CONTRACTOR COMMENTS/SUGGESTIONS:

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

9. CONTRACTOR

You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all Work in the Contract Documents, and that costs for all Work are included in your bid.

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

[Company Name]

_____

Signature _____ Title: _____

Date: _____

10. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW
Number of Pages: _____
Date of Document: _____

Section 00 52 00 - FORM OF CONTRACT

ARTICLE 1. AGREEMENT FOR CONSTRUCTION

This contract is contingent upon Sacramento City Unified School District Board approval and will not be valid unless approved.

THIS AGREEMENT is made and entered into as of this **[Date written out]**, by and between the Sacramento City Unified School District ("District"), and _____, a California corporation, Contractors State License Board license number _____ ("Contractor").

District and Contractor hereby mutually agree as follows:

Section 1 - SCOPE OF WORK.
Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for the **#0151-470, 0450-470 Umoja and Leonardo Da Vinci Gym Upgrades and EV Chargers.**

Section 2 - CONTRACT DOCUMENTS.
The Contract Documents, sometimes also referred to as "the Contract", consist of the Notice to Bidders, the Instructions for Bidders, the Bid, the Agreement for Construction, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued addenda, Interpretations, Change Orders, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), the Construction Forms Manual, and the Contract Schedule.

Section 3 - DEFINITIONS.
Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

Section 4 - CONTRACT AMOUNT AND PAYMENT.
District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement for the Work performed the sum of _____ DOLLARS $_____ ("Contract Sum"), subject to adjustment as provided in the Contract Documents.

Monthly progress payments shall be made in accordance with Article 12 of the General Conditions of the Contract Documents.

Final payment shall be made in accordance with Article 21 of the General Conditions.

Section 5 – CONTRACT TIME.
The Work shall be commenced on the date specified in the District's "Notice to Proceed(s)," and shall be fully completed as described in the Contract Documents, including, without limitation, submittal of all close-out documentation **within 73 calendar days from the commencement date stated in the "Notice to Proceed Increment 1" Increment two shall be completed within 60 calendar days from the commencement date stated in the Notice to Proceed Increment 2"** together with such additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents, as that time may be extended by Change Order, shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 6 - NO WAIVER BY PERFORMANCE; REMEDIES.
No action by the District or its representatives in performing this Agreement, including without limitation inspection or payment, shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any legal right of District unless such waiver is expressly stated in writing. No waiver of any breach of this Agreement or of the Contract Documents shall waive any other or subsequent breach. In addition to each and every remedy provided in this Agreement and/or the Contract Documents, District shall have any and all equitable and legal remedies otherwise available to it.

Section 7 - LIQUIDATED DAMAGES.
Liquidated damages may be assessed against Contractor in accordance with Article 14 of the General Conditions and the Special Provisions, in the amount of **$2,000** per calendar day if Contractor fails to substantially complete the Work within the Contract Time, as that time may be extended by change order, and in the amount of $100 per calendar day after substantial completion and until final completion. The provision for liquidated damages in the Contract Documents shall not act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

Section 8 - PERFORMANCE AND PAYMENT BONDS.
As a condition of award of this Agreement, Contractor was required to file a Performance Bond and a Payment Bond with District. These bonds shall be maintained during the entire life of the Agreement at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract Sum. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds must waive the provisions of Section 2819 of the Civil Code.

Section 9 - UNFAIR COMPETITION.
The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

> "In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

Section 10 - ASSIGNMENT.
Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of District first obtained.

Section 11 - NO THIRD PARTY BENEFICIARIES.
This Agreement is entered into solely between District and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 12 - AGREEMENT BINDING.
This Agreement shall bind and insure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

Section 13 - AGREEMENT CONTROLS.
In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

Section 14 - FINGERPRINTING.
Education Code sections 45125.1 and 45125.2 apply to this Agreement. Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require the person(s) who will provide that continual supervision to be fingerprinted by the Department of Justice ("DOJ"). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Contractor will so certify by signing and submitting to District, through the District Representative, the certification form attached as Exhibit A and incorporated by reference. In addition, Contractor shall submit the names of those persons who have received clearance on a form as indicated in Exhibit B. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with this Section of this Agreement at all times, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Contractor, shall constitute grounds for termination of this Agreement.

Section 15 - GOVERNING LAW.
This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

District: Sacramento City Unified School District

By: _____
Name

Its: _____

Contract Amount: _____

By: _____
Name

Its: _____

(Signatures continued on following page)

Board Approval Date:_____

Contractor:_____

By: _____

Its: _____

Business Address:_____
_____
License Number:_____
Contractor DIR Registration #:_____
Federal I.D. #:_____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that _____, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
Secretary

EXHIBIT A TO FORM OF CONTRACT

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as EXHIBIT B FORM OF CONTRACT" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

EXHIBIT B TO FORM OF CONTRACT

List of Employees/Subcontractors With DOJ Clearance

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT C TO FORM OF CONTRACT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
>
> By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

EXHIBIT D TO FORM OF CONTRACT

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT E TO FORM OF CONTRACT

DRUG-FREE WORKPLACE CERTIFICATION

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

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   1. The dangers of drug abuse in the workplace.

   2. The person’s or organization’s policy of maintaining a drug-free workplace.

   3. The availability of drug counseling, rehabilitation, and employee-assistance programs.

   4. The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT F TO FORM OF CONTRACT

TOBACCO-FREE ENVIROMENT CERTIFICATION

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT G TO FORM OF CONTRACT

HAZARDOUS MATERIALS CERTIFICATION

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

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

13. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

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

5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT H TO FORM OF CONTRACT

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to the Contractor that:

Contractor's work may disturb lead-containing building materials.

Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child’s hands and toys and then into a child’s mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor’s Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT I TO FORM OF CONTRACT

IMPORTED MATERIALS CERTIFICATION

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: □ Delivery Firm/Transporter □ Supplier □ Manufacturer
□ Wholesaler □ Broker □ Retailer
□ Distributor □ Other _____

Type of Entity □ Corporation □ General Partnership
□ Limited Partnership □ Limited Liability Company
□ Sole Proprietorship □ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT J TO FORM OF CONTRACT

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids. This Form must be provided to the District no later than 24 hours after bid opening.**

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
1.01 ☐ Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
1.02 ☐ Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
1.03 ☐ NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
1.04 ☐ Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSDS is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

		TOTAL CONTRACT PRICE
1.01	**Prime Bidder, if DVBE (own participation)**	$
1.02	**DVBE Subcontractor or Supplier**	
	A.	
	B.	
	C.	
	D.	
1.03	**Subtotal (A & B)**	
1.04	**Non-DVBE**	
1.05	**Total Bid**	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
A. The District, if any			*
B. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx	(916) 375-4940		*
C. DVBE Organization (List)			*

*Write “recorded message” in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE…..	**THEN…..**	**AND…..**
was selected to participate	Check "YES" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSDS
was **NOT** selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column
did not respond to your solicitation	Check the "NO RESPONSE" column.	

DVBE CONTACTED	**SELECTED**		**REASON NOT SELECTED**	**NO RESPONSE**
	YES	**NO**		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____, certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT K TO FORM OF CONTRACT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Section 00 61 13.13 – PAYMENT BOND FORM

Bond No._____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Sacramento City Unified School District (the ”District”) has awarded to

_____as Principal a contract dated the _____day of _____, 2___, for the furnishing if all labor, materials, equipment, transportation and services for the construction of **#0151-470, 0450-470 SCUSD Umoja and LDV Gym upgrades and EV Chargers,** project located in Sacramento County, California (hereinafter referred to as the “Contract”);

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and

_____
as Surety, are held and firmly bound unto the District in the sum of _____ DOLLARS $_____ for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District’s priority to use the funds for the completion of the Work or the satisfaction of the District’s claims, including liquidated damages, under the Contract.

5. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may

be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.

6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____day of _____, 20___.

Principal: _____
(Name of Firm)

By: _____

Title: _____

Surety: _____
(Name of Firm)

By: _____

Title: _____

Address for Notices:

_____
_____
_____

Phone #_____

Fax # _____

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

Sacramento City Unified School District
Attn: Chris Ralston, Assistant Superintendent – Facilities Support Services
5735 47th Avenue,
Sacramento, California 95824

Section 00 61 13.16 - PERFORMANCE BOND FORM

Bond No._____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Sacramento City Unified School District hereinafter referred to as "District" and _____ (hereinafter referred to as "Contractor"), have entered into a written contract dated the _____day of _____, 2___ for furnishing of all labor, materials, equipment, transportation and services for the construction of **#0151-470, 0450-470 SCUSD Umoja and LDV Gym upgrades and EV Chargers** project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of _____DOLLARS $_____, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. Surety's obligation under this Performance Bond shall arise after:

   3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and

   3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.

4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

   4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or

.2 Deny liability in whole or in part and notify District citing specific reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.

6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;

6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.

8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.

10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.

11.2 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal	SURETY
By: _____	By: _____
Its: _____	Its: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
	Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

Sacramento City Unified School District
Attn: Chris Ralston, Assistant Superintendent – Facilities Support Services
5735 47th Avenue,
Sacramento, California 95824

Section 00 65 36 - GUARANTEE FORM

{Print on Contractor/Subcontractor Letterhead}

ARTICLE 1. GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at **#0151-470, 0450-470 SCUSD Umoja and LDV Gym upgrades and EV Chargers,** has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Spec Sections: _____

_____
CONTRACTOR'S SIGNATURE

_____
PRINT NAME

Section 00 72 00 - GENERAL CONDITIONS

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ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Section 1.01. Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this article.

Section 1.02. Architect.
The "Architect" is the architectural or engineering firm engaged as an agent by the District to perform the services set forth in the Contract Documents.

Section 1.03. Architect's Instruction Bulletin.
"Architect's Instruction Bulletins" are supplemental drawings or instructions which may be issued as necessary from time to time to make clear or define in greater detail the intent of the Contract Drawings and Specifications.

Section 1.04. Bid.
"Bid" shall mean the offer of the bidder to do the work.

Section 1.05. Board of Education.
"Board of Education" shall mean the duly elected officials constituting the Board of Education of the Sacramento City Unified School District.

Section 1.06. Change Order.
"Change Order" shall mean a written order to the Contractor, issued after execution of the Contract, signed by the District and the Contractor, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. Change Orders may incorporate CCDs, some of which require DSA approval prior to being incorporated into the Change Order.

Section 1.07. Construction Change Directive .
"Construction Change Directive" or "Directive" shall mean a written order to the Contractor, issued after execution of the Contract, signed by the District or the District Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Section 1.08. Construction Forms Manual.
The "Construction Forms Manual" is the District's manual containing sample forms extracted from the District's Project Management Information System which will be used during construction.

Section 1.09. Contract Change Document
"Contract Change Document" or "CCD" shall mean the following documents, which may be required to be submitted to DSA for approval prior to being implemented and incorporated into a Change Order: Architect's Instruction Bulletins, Construction Change Directives, Interpretations, RFIs, or Substitutions.

Section 1.10. Contract Documents.
The "Contract Documents" shall include the Notice to Bidders, the Instructions for Bidders, the Bid, the Agreement for Construction, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, the Project Labor Agreement, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued pre-bid addenda, Interpretations, Change Orders, Directives, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), the Construction Forms Manual, and the Contract Schedule.

Section 1.11. Contract Drawings or Plans.
The "Contract Drawings" (sometimes referred to as "Drawings" or "Plans") are the graphic and pictorial portions of the Contract Documents, showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. This information may be developed and stored in a 3D or 4D model of the Project.

Section 1.12. Contract Schedule.
The "Contract Schedule" is the schedule produced by the Contractor in response to the requirements of the Contract Documents in accordance with all District milestone and other timing requirements.

Section 1.13. Contract Sum.
"Contract Sum" is the total amount payable by the District to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum is the amount stated in the Agreement for Construction, including authorized adjustments thereto.

Section 1.14. Contract Time.
"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Agreement for Construction and adjusted by any Change Order issued pursuant to the Contract Documents.

Section 1.15. Contractor.
"The Contractor" shall mean the entity that has entered into the Agreement for Construction of the Work with the District. The Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Section 1.16. Date of Commencement.
"Date of Commencement" is the date established in the Notice to Proceed.

Section 1.17. Date of Completion.
The "Date of Completion" for the purpose of determining when the Work is complete is the date certified by the District Representative when construction of the Work is 100% complete, including acceptance by the Architect of all punch list corrections.

Section 1.18. Day.
Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours.

Section 1.19. Disabled Veteran Business Enterprise.
"Disabled Veteran Business Enterprise" or "DVBE" shall mean a business concern that is certified as a DVBE by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).

Section 1.20. District.
"District" shall mean the Sacramento City Unified School District, a California school district. The District is sometimes designated "Owner" in the Contract Documents.

Section 1.21. District Representative.
"District Representative" shall mean the District's designated agent engaged to perform all functions delegated to the District Representative by the Contract Documents. The District Representative may or may not be a construction manager. The District Representative will be the Contractor's primary contact during construction of the Project.

Section 1.22. Division of the State Architect.
"Division of the State Architect" or "DSA" is the California State agency responsible for checking contract documents for compliance with Title 24, California Code of Regulations, and monitoring compliance on the construction site.

Section 1.23. Equal (as in "or equal").
"Equal" shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification.

Section 1.24. Interpretations.
"Interpretations" are all clarifications, additional instructions, and explanations issued by the Architect after award of the Contract.

Section 1.25. Materials and Equipment.
"Materials" is a generic term which shall include all building materials, articles, supplies, and equipment delivered to the project for incorporation in the Work. "Materials" includes everything incorporated into the Work except labor, unless otherwise noted.

"Equipment" shall mean all pre-manufactured or partially preassembled products or components, assembled or partially assembled before delivery to the Site.

Section 1.26. Notice to Proceed.
"Notice to Proceed" is the notice given to the Contractor following execution of the Agreement for Construction and receipt of all required preconstruction submittals as itemized in the Notice of Intent to Award. The Notice to Proceed establishes the start of the Work and authorizes the Contractor to begin construction.

Section 1.27. Project.
"Project" shall mean the total design and construction of the work of improvement described in the Contract Documents, of which the Work may be the whole or a part and which may include construction by District or by separate contractors.

Section 1.28. Project Inspector.
The "Project Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The Project Inspector is hereby designated as an agent of the District for such purpose and no other. The Project Inspector is supervised by, and reports to, the Architect. The authority of the Project Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Code of Regulations, and no additional authority has been granted nor shall be inferred.

Section 1.29. Project Labor Agreement (or "PLA").
A prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

Section 1.30. Project Management Information System (PMIS).
The District owned, web based, software platform equipped with a suite of applications to manage data, generate reports, schedule tasks, allocate resources, assign responsibilities, and streamline workflows throughout the project lifecycle.

Section 1.31. Proposed Change Order/Work Order.
A "Proposed Change Order/Work Order" or "PCO" is the name given to a document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal, a Request for Information, or an Architect's Instructional Bulletin. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the District.

Section 1.32. Reference to Codes.
Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Section 1.33. Request for Information.
"Request for Information" or "RFI" is the name given to a document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. The response to the RFI does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the District.

1. Should the Contractor require clarification or additional information of the Contract Documents, the

Contractor will direct the request to the District Representative through the RFI Application within the District's PMIS.

2. RFIs shall be submitted to the District Representative through the District's PMIS. The Contractor shall describe on the RFI the problem or clarification being requested. The description provided should be complete and adequate to permit a written response without additional communications with the Contractor. The Contractor shall attach any related information or correspondence that may have been received from Subcontractors or vendors on the subject. In instances where the Contractor believes there may be a conflict between elements of the plans and specifications, the Contractor should identify the conflict and indicate the manner in which it interprets the Contract Documents.

3. The District Representative will review the request and take one or more of the following steps:
   a. Return the request to the Contractor for additional information.
   b. Forward the request to the Architect for response, copying the Project Inspector.
   c. Provide response and return to the Contractor with copies to the Architect and Project Inspector.

4. The Architect or other appropriate party receiving the RFI, will attempt to provide a response to the District Representative within seven (7) calendar days of receipt. The District Representative will in turn review the response and forward it to the Contractor. Should the response to an RFI be required by a specific critical date the Contractor shall indicate that date on the RFI.

5. If the Architect's review indicates a change or revision is necessary to the Contract Documents, the Architect will prepare the appropriate drawings and/or specifications required to define the change or revision and obtain DSA approval, if necessary. These documents will be transmitted to the District Representative for review and incorporation into the Contract Documents. The District Representative will transmit the revised documents to the Contractor.

6. If the Contractor believes the clarification or direction provided by the response to the RFI will impact the cost or schedule of the Project, the Contractor shall provide prompt notification to the District Representative, according to the General Conditions. After consultation with the Architect, the District Representative may prepare a Request for Proposal, PCO/Work Order, and/or Change Order.

Section 1.34. Request for Proposal.
A "Request for Proposal" or "RFP" is the name given to a document issued by the District Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a Directive, or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Section 1.35. Samples.
"Samples" shall mean physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Section 1.36. Shop Drawings.
"Shop Drawings" shall mean drawings, diagrams, schedules and other data specifically prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Section 1.37. Site.
"Site" is the area within which the Project is to be constructed and may include a laydown area or other area for use by Contractor in connection with the Contractor's Work.

Section 1.38. Special Provisions.
The "Special Provisions" are specific clauses setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions and Technical Specifications.

Section 1.39. Specifications.
"Specifications" include the Special Provisions, these General Conditions, general requirements and technical specifications applicable to the Work as they may be modified by duly executed and issued pre-bid addenda, interpretations, and other modifications approved by the District pursuant to a Change Order.

Section 1.40. Subcontractor.
"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Contractor in or about the construction of the Work, or who, under subcontract to the Contractor, fabricates and installs a portion of the work or improvement.

Section 1.41. Submittal.
"Submittal" shall mean all product data, shop drawings, manufacturers' instructions, samples, substitution requests, and all other submissions that the Contractor is required to provide to the District and/or the Architect.

Section 1.42. Substitution.
"Substitution" shall mean a request to approve a system, process, product, or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some element, e.g., manufacturer, chemical composition, mechanism of action, surface finish, dimensions, durability, or other requirements.

Section 1.43. Work.
The "Work" shall mean that scope of work to be performed by the Contractor, including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

Section 2.01. The Contract.
The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between the District, the District Representative, or the Architect and any Subcontractor or sub-subcontractor, or between the District Representative or the Architect and the Contractor.

Section 2.02. General Intent of Contract Documents.
It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents.

Section 2.03. Labor and Materials.
Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable there from as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

Section 2.04. Complementary Feature of Various Parts of Contract Documents.
The Contract Documents, including the Specifications and Plans and Drawings, are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) Drawings shall govern over small-scale Drawings, the Specifications shall govern over both the Construction Administrative Procedures Manual and the Contract Drawings except as noted below, special provisions shall govern over both the Contract Drawings and the general conditions, and subsequent addenda, Interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity and size, the Specifications in matters of quality. In case of conflict within the Drawings involving quantities or within the Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

Scale drawings, full-size details, and specifications are intended to be fully coordinated and to agree. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely, including, but not limited to, the manufacturer's instructions and/or recommendations, as part of this Contract.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Bidders, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications.

Section 2.05. Ownership and Use of Documents.
All original Drawings and Specifications prepared by the Architect are and shall remain the property of the District.

Section 2.06. Successors and Assigns.
The District and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it in whole or part without the written consent of the District, which consent is granted for Subcontractors listed in Contractor's Bid for the portion of Work for which they were listed, nor shall the Contractor assign any moneys due or to become due to it hereunder without the prior written consent of the District.

Section 2.07. Written Notice.
Written notice may be accomplished by personal delivery, overnight mail, or delivery receipt email with a copy by U.S. Mail. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Contractor's home office, job-site office, or to Contractor's superintendent; or one business day after mailing by overnight mail; or upon actual delivery as evidenced by a delivery receipt.

Section 2.08. Rights and Remedies.
The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the District available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

The failure of the District, the District Representative, the Project Inspector or the Architect to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby agrees that no default, act, or omission of the District, the District Representative, the Project Inspector, or the Architect, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. **The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.**

Section 2.09. Unenforceability of any Clause.
If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.

ARTICLE 3. BONDS AND BONDING; INDEMNIFICATION AND INSURANCE

Section 3.01. Bonds: Time to Submit.
Within ten (10) days after receipt of Notice of Intent to Award, and before the District will execute the Agreement for Construction, the Contractor to whom the Work is awarded shall furnish and deliver to the District bonds as set forth below in Sections 3.03, 3.04 and 3.05, except that contracts for amounts less than $25,000 will not be required to be accompanied by bonds.

Section 3.02. Qualifications of Surety.
All bonds shall be duly executed by a responsible corporate surety listed in the current version of the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," admitted by the State of California Department of Insurance to do business in the State of California and acceptable to District.

Section 3.03. Performance Bond.
The Contractor shall submit a faithful Performance Bond in substantially the form provided with the Contract Documents, conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents, and in an amount of no less than one hundred percent (100%) of the total Contract Sum.

Section 3.04. Labor and Materials Payment Bond.
The Contractor shall also submit a payment bond in substantially the form provided with the Contract Documents, which in all respects complies with California Civil Code sections 9550, 9552, and 9554 ("Payment Bond"), in an amount of no less than one hundred percent (100%) of the Contract Sum.

Section 3.05. Not Used.

Section 3.06. Additional Bonding Requirements.
All bonds submitted shall include the following:

1. Full name and address of the Contractor, Surety, and District
2. Contract Date
3. Exact Contract Sum
4. Bid package number.
5. Signature of the Contractor
6. Signature of authorized Surety representative.
7. Notarization of the Contractor and Surety
8. Power of Attorney
9. Local contact for Surety, with name, phone number, and address to which legal notices may be sent

Section 3.07. Bond Costs in Bids.
All costs for applicable Payment Bonds and Performance Bonds shall be included in the Bid amount, and shall be included in the base bid if bid alternates are used.

Section 3.08. Indemnification.
To the fullest extent permitted by law, the Contractor shall defend with counsel acceptable to the District, indemnify and save harmless the District, the District Representative, and the Architect and any of their respective officers, agents, and employees ("Indemnified Parties") from and against, any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, equitable relief, stop notice actions, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, subcontractors or suppliers; provided, further, without limiting the foregoing, that the defense and indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor and the Contractor's agents, employees, independent contractors, or subcontractors or suppliers, and the District, its agents, employees, or independent

contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify any of the Indemnified Parties in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the District.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, subcontractors of any level, or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, subcontractors of any level, or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, subcontractors of any level, or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 3.09. Indemnification of Adjacent Property Owners.
In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend, and save harmless such person, firm, corporation, or state or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the District prior to commencement of any work on or about such property. These provisions shall be in addition to any other requirements of the owners of adjacent property.

Section 3.10. Insurance.

The Contractor shall obtain and maintain, at its sole cost and expense, all insurance required by Sections 3.13 through 3.15. The required insurance shall be maintained by Contractor in full force and effect at all times during prosecution of the Work and, with the exception of Builder's Risk, for two (2) years after the final completion and acceptance thereof by District. Certificates of such insurance and copies of the insurance policies and required endorsements, including but not limited to Additional Insured Endorsements and Waivers of Subrogation in favor of District, the Architect, the

Construction Manager, and any other District consultants and their officers, directors, agents, employees, and volunteers ("Additional Insureds"), shall be delivered to the District within ten (10) days of the Notice of Intent to Award the Contract, and before execution of the Agreement for Construction by the District. Insurance Certificates must indicate Bid Package number and school name. If District requests copies of any insurance policy, Contractor agrees to provide certified copies within thirty (30) days of the District's request.

Every policy shall be endorsed to state that it shall not be assigned, canceled, or materially reduced in coverage without thirty (30) days' prior written notice to District, or ten (10) days' written notice for non-payment of premium. The required insurance shall be with carriers and on forms acceptable to the District and shall be subject to the approval of the District.

Failure of Contractor to maintain all required insurance during the entire Contract Time shall constitute a default entitling the District to all rights and remedies that exist in the Contract Documents and/or by law.

The requirements as to the types and limits of insurance coverage, and any approval of said insurance by the District, is not intended and shall not in any manner limit or qualify the liabilities and obligations pursuant to this Agreement.

Section 3.11. Subcontractor's Insurance.
The Contractor shall not allow any Subcontractor to commence work on its subcontract until the Subcontractor has provided the insurance specified below. The Contractor shall require each of its Subcontractors to procure and to maintain, during the life of the subcontract and for two (2) years after completion of the Project, bodily and personal injury liability and property damage insurance, and workers' compensation insurance, of the type and in the same amount as specified herein, including, without limitation, the requirement that the Subcontractor's policy shall be endorsed (1) to include by name the Additional Insureds and shall provide that they are primary, with any insurance maintained by District as non-contributory and will have severability of interest endorsement, and (2) to waive all rights of subrogation against the Additional Insureds for losses arising from work performed by the Contractor for the District .

Should any subcontractor's work include any elements that may give rise to a pollution claim, the subcontractor shall be required to carry Pollution Liability coverage with limits of at least $2,000,000 per pollution event. The District may require higher limits by written request. The policy shall be endorsed to include by name the Additional Insureds as additional insureds and shall include a waiver of subrogation endorsement in favor of the Additional Insureds.

Should any Subcontractor maintain broader coverage and/or limits than those required herein, those limits/coverages shall be made available to the District. Upon written request by Contractor on behalf of any identified subcontractor(s), the District may, in its sole and absolute discretion, agree in writing to CGL limits for the identified subcontractor(s) that are half of that required from the Contractor.

Contractor shall not allow any subcontractor to commence work until the subcontractor has provided Contractor with a signed statement acknowledging compliance with Section 3700 of the Labor Code, as required in Section 3.13.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with all insurance requirements, and to verify their compliance when requested by the District.

If requested by the District, the Contractor shall deliver certificates of insurance or copies of the insurance policies and endorsements of all Subcontractors; provided, however, that this authority shall not relieve the Contractor of its obligation to ascertain the existence of such insurance.

Section 3.12. Not Used.

Section 3.13. Workers' Compensation and Employers' Liability Insurance.
In accordance with the provisions of Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall secure the payment of compensation to its employees. The Contractor and each subcontractor shall provide workers' compensation insurance and occupational disease insurance as required by law and employers liability insurance with minimum limits of $1,000,000 covering all workplaces involved in the Contract Documents.

The Contractor shall sign and file with the District the following certificate on the form provided by the District:

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

The Contractor shall require each subcontractor to file such statement prior to allowing that subcontractor to commence work.

The Contractor shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California. The certificate shall provide that at least thirty (30) days' prior written notice shall be served on District prior to the cancellation or change of such insurance or self-insurance. Said certificate shall also provide that the insurer shall waive all rights of subrogation against the Additional Insureds for losses arising from work performed by the Contractor for the District. Such insurance shall be delivered to the District Representative within ten (10) days of being notified of the intent to award the Contract, and before the District will execute the Agreement for Construction.

Section 3.14. Liability Insurance.
Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

A. The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, with reliable insurance companies, on forms acceptable to District, for the following minimum insurance coverages:

1. **Commercial General Liability**: Occurrence form insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, not excluding coverage for:
   a. Premises and Operations
   b. Products and Completed Operations
   c. Contractual Liability insuring the obligations assumed by the Contractor in this Agreement or Blanket Contractual Liability Coverage
   d. Broad Form Property Damage (including Completed Operations)
   e. Explosion, Collapse, Subsidence, and Underground Hazards
   f. Personal Injury Liability

   Commercial General Liability Limits shall not be less than:
   $2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury & Property Damage)
   $2,000,000 Personal Injury Liability Each Occurrence
   $4,000,000 Aggregate for Products and Completed Operations
   $4,000,000 General Aggregate

   The required General Liability limits must be present on the primary General Liability policy and cannot be met with Excess Liability limits.

2. **Commercial Automobile Liability**: Insurance policy (ISO CA 00 01 or equivalent) covering Bodily Injury, Property Damage, and Contractual Liability coverage for "Any Auto" (Symbol 1) which includes coverage for all owned, hired, borrowed, and non-owned automobile, trailer, and equipment with combined bodily injury and property damage liability of not less than $1,000,000.

3. **Pollution Liability:** Should the scope of work include any elements that may give rise to a pollution claim, the Contractor shall be required to carry Pollution Liability coverage with limits of at least $5,000,000. The District may require higher limits by written request. The policy shall be endorsed to include by name the Additional Insureds as additional insureds and shall include a waiver of subrogation endorsement in favor of the Additional Insureds.

4. Additional coverages and/or limits may be required in the Special Provisions, Section 00 73 00. If the Special Provisions require limits of general liability and automobile liability insurance exceeding those stated above, the Contractor shall carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

5. Any excess liability coverage used to supplement the general and automobile liability must either (1) be from the same carrier as the primary insurance, or (2) include the policy statement wherein it describes what the underlying primary coverage must be before the excess liability coverage takes effect.

B. The following terms shall be included in the General Liability and Auto Liability insurance, either within the policy or by endorsement:

1. All policies shall be endorsed to include by name the Additional Insureds and shall provide that they are primary with any insurance, self-insurance, or Memorandum of Liability Coverage maintained by District as non-contributory. Such policies will have severability of interest endorsement.

2. Except with respect to bodily injury and property damage included within the Products and Completed Operations hazards, the aggregate limit established under Section 3.14 shall apply separately to the Contractor's Work under this agreement. All liability insurance shall be written on an occurrence basis. "Modified Occurrence" and "Sunset" type clauses are not acceptable.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insureds.

4. General Liability Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall contain a severability of interest/cross liability clause to the effect that each Insured and Additional Insured is covered as if separate policies had been issued to each.

5. Each insurer(s) issuing the required policies shall, by policy provisions or by separate endorsement, agree to waive all rights of subrogation against the Additional Insureds for losses arising from work performed by the Contractor for the District. The General Liability waiver of subrogation must apply to Ongoing Operations as well as Completed Operations.

6. The policy(ies) shall provide, by policy provisions or endorsement, that it is primary insurance and that any insurance or self-insurance fund maintained by or available to the Additional Insureds shall be in excess of the Contractor's insurance and shall not be called upon to contribute to a loss covered by the policy.

7. The policy(ies) must provide, by policy provisions or endorsement, that it shall not be canceled, suspended, voided, or materially changed, nor may the "retroactive date" of the policy or any renewal or replacement policy be changed, without thirty (30) days' prior written notice to the District (ten [10] days for non-payment of premium). The standard cancellation clause on the certificate shall read:

   Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder.

8. The contractual liability coverage may be either on a blanket basis or a policy which specifically identifies this Agreement with a contractual liability endorsement.

9. Any deductibles or self-insured retentions must be declared to and approved by the District; the District generally will not approve deductibles or self-insured retentions greater than $50,000. Any and all

deductibles or self-insurance retentions in the above-described liability insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

10. All policies and endorsements are subject to approval at the sole discretion of the District. Endorsements with expiration dates will not be accepted.

Section 3.15. Builder's Risk Insurance.

The Contractor shall, at its sole expense, purchase, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the District, a Builder's Risk/Installation Floater policy (Property Insurance). Such insurance shall protect the District, the Contractor, Subcontractors, sub-subcontractors, and material suppliers at every tier, as their interests may appear, from loss or damage to work in the course of construction. Property insurance shall be on a "Special Form" or equivalent policy and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, windstorm, falsework, mechanical breakdown or electrical damage including testing and startup, magnetic disturbance, changes in temperature or humidity, temporary buildings, loss that ensues from defective material or workmanship, explosion, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the District's Representative's, District Architect's, Construction Manager's, other District Consultants' and Contractor's services and expenses required as a result of such insured loss in the amount of one hundred percent (100%) of the replacement cost of the Project. In addition there shall be coverage in the amount of twenty percent (20%) of the replacement cost for Extra Expense and Loss of Use and thirty percent (30%) of the replacement cost for Soft Costs coverage. Unless expressly required in the Special Provisions, Property Insurance **shall not** include coverage for earthquake or other losses caused by "Acts of God," as defined by California Public Contract Code section 7105.

A. The following terms shall apply to such coverage:

1. Coverage shall be written on a completed value, non-reporting form, on a replacement cost basis, and shall cover the property against all risks of physical loss or damage identified above.

2. The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, with reasonable sub-limits for materials stored offsite or while in transit. The policy shall contain a provision that Contractor and the District are Named Insureds under this policy and that the Subcontractors, sub-Subcontractors, and Material Suppliers at every tier are Named Insureds or Additional Insureds as their interest may appear. A loss insured under the Builder's Risk/Installation Floater policy shall be adjusted by Contractor as fiduciary and made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. Contractor shall pay subcontractors their just shares of insurance proceeds received by Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

3. When stated in the Special Provisions (Section 00 73 00), Builder's Risk insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include interest and/or principal payments that become due and payable by the District upon completion of construction or other date as set forth in the Special Provisions, debt service, expense, loss of earnings or rental income or other loss incurred by the District, without deduction, due to the failure of the Project being completed on schedule.

4. The policy shall be endorsed to name the District as an additional payee.

5. The maximum deductible under this policy shall be one hundred thousand dollars ($100,000). All deductibles shall be borne solely by Contractor, and the District shall not be responsible to pay any deductible in whole or in part.

B. If not covered by Builder's Risk insurance or any other property or equipment insurance required by the Contract Documents, the Contractor shall, at its sole expense, purchase, maintain and keep in force at all times during the term of the Contract property insurance (equal to one hundred percent (100%) of the contract value) for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

C. The insurer shall, by separate endorsement or policy provisions, agree to waive all rights of subrogation against the District, the Additional Insureds, the Contractor, Subcontractors, sub-Subcontractors, and material suppliers at every tier for losses covered by the policy. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

D. Contractor shall provide a copy of the Builder's Risk/Installation Floater policy to the District for approval.

E. The District shall maintain in effect during the time for performance under the Contract Documents property insurance, including the perils of fire and flood on all pre-existing utilities, buildings, structures, paving, and equipment on the Site.

ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

Section 4.01. Basic Standard.
The Contractor shall conduct the Work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by the Contractor and by all subcontractors on the Site.

The Contractor shall comply with the requirements of the California State Licensing Board and have a valid contractor's license which is to be active as to the date of the receipt of bids and maintained in "Good Standing" from the receipt of bids throughout the Project.

The Contractor, and any subcontractor of any level, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any Work, and shall maintain current registration throughout the term of this Contract.

Section 4.02. Permits.
The District will pay all fees required by the Division of the State Architect, Department of General Services, State of California. The District will reimburse the Contractor for utility connection fees, encroachment permits, and utility service charges other than temporary utility charges, unless otherwise indicated, that are necessary for the completion of the Work. All other fees and permits shall be at the expense of the Contractor. Proper documentation of fee, permit, and utility service charges shall be submitted to the District through the District Representative. No mark-up shall be allowed the Contractor on these reimbursable charges.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, or orders of any public authority bearing on the performance of the Work.

Except as provided above, the District shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

Section 4.03. Compliance with Laws and Regulations.
The Contractor shall keep itself fully informed of and shall observe and comply with, and shall cause any and all subcontractors employed by it or under it to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction.

ARTICLE 5. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Section 5.01. Familiarity with Project Site Conditions and Contract Documents.
By submitting its Bid, Contractor represented that it had visited the Site, was satisfied as to the nature and location of the Work, was satisfied as to the character, quality and quantity of the Work, had become familiar with the local conditions under which the Work is to be performed, had made whatever contact and investigation with utility companies that it deemed necessary, and had correlated its Site observations with the requirements of the Contract Documents. Failure to visit the Site does not relieve the Contractor of responsibility for observing and considering those conditions which a qualified contractor would have observed.

Section 5.02. Subsurface Conditions.
Where investigations of subsurface conditions have been made by or on behalf of the District with respect to subsurface conditions, utilities, foundations, or other structural designs, and that information is shown on the Drawings or Plans, it represents only a statement by the District as to the character of the materials which have been encountered by the District's investigation. If provided during bidding, this information was only included for the convenience of bidders, including the Contractor.

Investigations of subsurface conditions are made for the purpose of design only. The District assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, express or implied, that the conditions indicated are representative of those existing throughout the Project or the Work, or any part of the Project or the Work, or that unanticipated conditions may not occur. When a log of test borings, soils studies, and/or any other report of subsurface conditions is included with the Drawings or Plans, it is expressly understood that such log, soils studies, and/or report of subsurface conditions does not constitute a part of the Contract Documents, represents only an opinion of the District as to the character of the materials to be encountered, and is included in the Drawings or Plans only for the convenience of bidders, including the Contractor. Making such information available to bidders, including Contractor, is not to be construed in any way as a waiver of the provisions of these General Conditions, and bidders, including Contractor, must satisfy themselves through their own investigations as to the conditions to be encountered.

Section 5.03. Sections of Drawings and Specifications.
For convenience, the specifications and drawings in the Contract Documents are arranged in several sections, but this separation shall not be considered as the limits of the work required of any separate trade. The scope of work is that indicated in Specification 00 73 00 Special Provisions, Article 1, Scope of Work. The terms and conditions of the work to be performed by any Subcontractor are strictly between the Contractor and the Subcontractor.

Section 5.04. Diagrammatic Drawings.
Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, the Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in the Contractor's scope of work, installation as specified in the response to the RFI shall be without any additional compensation to the Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at the Contractor's risk.

Section 5.05. Interpretation and Additional Instructions.
Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the work affected, the Contractor shall notify the District Representative in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued by the Architect.

Should the Contractor proceed with the work affected before receipt of instructions from the Architect, and, in the case of a change to the Work, before receipt of authorization to proceed, it shall remove and replace or adjust any work which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost without an extension of the Contract Time or increase in the Contract Sum.

Section 5.06. Architect's Instruction Bulletins and Drawings.
In addition to the Drawings incorporated in the Contract Documents, the Architect, through the District Representative, may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing additional drawings or instructions, the Architect shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; the Contractor shall make its work conform to them.

Section 5.07. Notification of Disagreement Regarding Scope of Work.
If agreement cannot be reached as to cost, and the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) days after receipt of the interpretation or instruction, submit a Proposed Change Order to the District Representative specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting therefrom. The District Representative shall then determine whether a Change Order shall be issued in accordance with Article 15 of these General Conditions. If the District Representative disagrees that a Change Order is appropriate, then, in its response to Contractor, the District Representative shall direct the Contractor in writing whether to proceed with the Work that the Contractor contends is changed. If so directed, Contractor shall perform such work without delay.

The time during which the District Representative is considering the Proposed Change Order shall not affect the Contract Time.

Section 5.08. As-Built Drawings and Specifications.
The Contractor shall maintain a PDF master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The information to be recorded by the Contractor will be determined by the Architect, who will be responsible for preparing the final, reproducible record drawings based upon the information submitted by the Contractor. The Contractor's as-built information shall be clear and legible, and at a minimum, the following information shall be inserted and dimensioned on those Drawings and Specifications, in RED, by the Contractor: the exact horizontal and vertical location of all installations in their finished condition, including all electrical, plumbing and mechanical installations; all changes in construction, materials, and installed equipment; posting of all issued addenda, Request for Information (RFI) signed by the Architect, and Architect's Instruction Bulletins with back-up to the bid documents in all applicable locations along with adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of each change authorized by Directive, and the number of that Directive. The updated drawings and specifications shall be available for review by the District Representative and the Inspector. If as-builts are marked up in PDF format, the file shall be made available on the District's PMIS.

Written confirmation from the Project Inspector that the as-builts have been properly updated weekly shall be submitted with each pay application request, and the existence of such properly updated as-builts shall be a condition precedent to payment. Failure to comply with the preparation and submission of as-builts may result in the District withholding the current progress payment.

As a condition to certification of final completion, the Contractor shall provide signed and dated original as-built drawings and specifications in a PDF color format, with a resolution of at least 600 DPI and each plan sheet and specification section bookmarked by name, number, or title, together with all additional information requested by the Architect to enable the Architect to prepare a set of final, reproducible as-built drawings and specifications. Timely submission of complete as-built documents shall be a condition precedent to certification of final completion and to final payment. Delays in the submission of complete as-built documents may subject the Contractor to liquidated damages.

ARTICLE 6. SUBCONTRACTOR LISTING AND SUBSTITUTION

Section 6.01. Subcontracting.
If the Contractor subcontracts any work to be performed or materials to be supplied pursuant to this agreement, the Contractor shall be as fully responsible to the District for the acts and/or omissions of such Subcontractor or supplier and of the persons either directly or indirectly employed or engaged as subcontractors by such Subcontractor or supplier as it is for its own acts and omissions.

The Contractor shall bind every Subcontractor or supplier, and every subcontractor of a Subcontractor, by the terms of the Contract Documents.

The Contractor shall cause each of its Subcontractors by contract to have an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project.

All subcontractors shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any Work and shall maintain current registration throughout the term of this Contract.

The Contractor shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1777.1 or 1777.7.

Section 6.02. Disputes Between Subcontractors and/or the Contractor.
Contractor shall promptly take reasonable action to resolve any and all disputes with its subcontractors or suppliers at any level to ensure that such dispute does not interfere with the Work or the Project.

Section 6.03. Compliance With Listing of Subcontractors.
The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 *et seq.* with respect to all listed Subcontractors and all DVBEs listed in Contractor's Bid. If the Contractor requests to substitute a listed DVBE, then the Contractor shall make all reasonable efforts to identify a DVBE as the replacement subcontractor or supplier. Violation any of the provisions of that statute is a material breach of this Contract and the District shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of up to ten percent (10%) of the subcontract amount.

In listing DVBE subcontractors and suppliers, the Contractor represented that the DVBE would perform a "Commercially Useful Function" ("CUF"). In the performance of the Work, the Contractor and any Subcontractor that contracts with a DVBE for which the Contractor claimed DVBE credit shall ensure that the DVBE: (a) is responsible for the execution of a distinct element of the Work; (b) actually performs, manages, and/or supervises the Work; (c) performs Work that is normal for its business services and functions; (d) for material suppliers, that the supplier negotiates price, determines quality and quantity, orders, installs (if applicable), and pays for the materials; and (e) does not further subcontract a portion of the Work greater than expected to be subcontracted by normal industry practices. A DVBE that is an extra participant in a transaction through which funds are passed to obtain the appearance of DVBE participation will not be considered to perform a CUF.

Section 6.04. Dealings with Subcontractors.
The District and its representatives will deal only with the Contractor, and the Contractor shall be responsible for the proper execution of the Work. Any and all discussions between any subcontractor or supplier and the District or any of its representatives shall be initiated through the Contractor or its representative.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor or supplier and the District or any of its representatives, nor shall this Contract be construed to be for the benefit of any subcontractor or supplier.

Section 6.04. Subcontractor List.
No later than ten (10) days following award of the Agreement, Contractor shall provide the District with a list of all subcontractors performing work on the Project, including their address, contractor license number, and DIR registration number, telephone number, email address, and contact person(s), regardless of subcontract amount and regardless of whether the subcontractor is under contract with the Contractor or under contract with a Subcontractor. At the same time, Contractor shall provide the District with a list of all known material suppliers. The list shall identify all subcontractors of any level and all suppliers that are DVBEs, and the Contractor shall provide the DGS DVBE certification number for all identified DVBEs. It shall be the Contractor's responsibility to notify the District of any additions or deletions to this subcontractor and supplier list from the commencement of the Work through final payment.

Section 6.05. Termination of Unsatisfactory Subcontractors.
When any portion of the Work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents, and these deficiencies form the basis of a default notice issued pursuant to Article 16, the District may direct the Contractor to discharge the subcontractor or supplier. The District shall not be responsible for any added costs associated with such termination.

Any subcontractor or supplier which is discharged shall not again be employed on this Project.

Any termination of a Subcontractor pursuant to this Section shall be in strict conformity with the requirements of the Subletting and Subcontracting Fair Practices Act, Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100.

Section 6.06. Payment of Subcontractors and Suppliers.
The Contractor shall make all payments to Subcontractors and suppliers as expeditiously and timely as possible, consistent with any applicable law so as to prevent any stop notices or claims from being filed against the District or the Project. Without limiting the generality of the foregoing, Contractor shall pay all undisputed amounts to Subcontractors and material suppliers within seven (7) days of receipt of payment by District.

ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

Section 7.01. Prevailing Wage Rate; Notice.
As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on file with the District, and they are available for public inspection. They may also be obtained on the internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Contractor shall post on the jobsite a Notice containing the following language:

> This public works project is subject to monitoring and investigative activities by the Department of Industrial Relations ("DIR"), State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the DIR to ensure compliance with and enforcement of prevailing wage laws on public works projects.
>
> The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the DIR at any office of the Division of Labor Standards Enforcement ("DLSE").
> Local Office Telephone Number: 916-263-1811
>
> Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the Project that the DIR may take legal action against those responsible.
>
> Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.
>
> For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the DIR website found at:
> www.dir.ca.gov/dlse/PublicWorks.html.

Section 7.02. Payment of Prevailing Wage Rates.
Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor shall pay, and shall cause all subcontractors, whether under contract with the Contractor or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

In accordance with Labor Code Section 1775, the Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

Section 7.03. Wage Rate for Crafts Not Listed.
The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773, the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the bid or Contract Price shall be made if such assumption is incorrect.

Section 7.04. Records of Hours Worked and Wages.
The Contractor shall keep, and shall cause all subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall contain at least the following information: the name, address, social security number, work classification, dates of payroll period, 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 the Contractor and/or each subcontractor in connection with the Work.

In the event that the Contractor and/or any subcontractor fails to submit certified payroll records to the District within ten (10) calendar days of a request from the District for the records, the Contractor and/or the subcontractor shall, as a penalty, forfeit one hundred dollars ($100) per calendar day, per worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The Contractor is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of any subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall cause all subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. Contractor shall preserve and cause all subcontractors to preserve such books, records and files for the audit period.

Section 7.05. Additional Requirements for Labor Compliance.
The Contractor shall comply with the following additional requirements and shall cause all subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply. The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by the DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the District may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the District has been directed to withhold; and (3) informs the Contractor or subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 7.06. Underpayment of Wages.
The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any subcontractor on the Project, the District may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR, and the wages actually paid such worker for the total number of hours worked, plus any penalties and forfeitures. The District may disburse such retention to such employees.

Section 7.07. Apprentices.
Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.

The Contractor and all subcontractors on the Project shall comply with the requirements of Sections 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, from the Division of Apprenticeship Standards or its branch offices, and/or on the DLSR website at www.dir.ca.gov/DLSR/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

Section 7.08. Penalties.
In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Contractor shall forfeit to District as a penalty the sum specified below, over and above any retention or withholds otherwise authorized by the agreement, as follows:

A. Up to two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done by him/her under this Contract or under any subcontract on the Project, with the amount to be determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code section 1775. If a worker employed by a subcontractor on the Project is paid less than the prevailing wages by the subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).

B. Twenty-five dollars ($25) for each worker employed in the execution of this agreement by the Contractor or by any subcontractor on the Project for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3.

C. Failure to provide certified payroll records to the District or to the Labor Commissioner within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of payments due or estimated to be due, result in a penalty in the amount of one hundred dollars ($100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. The Contractor is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

D. Knowing violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars ($100) for each full calendar day of non-compliance. A Contractor or subcontractor who knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars ($300) for each full calendar day of noncompliance.

Section 7.09. Hours of Work; Approval of Schedules.
Eight (8) hours of labor constitutes a legal day's work, and forty (40) hours constitutes a legal work week. No worker employed at any time by the Contractor, or by any subcontractor upon the Project, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code Sections 1810 through 1815.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such other rate as stated on the applicable Determination issued by the DIR, or as may be required by applicable statutes or collective bargaining agreements.

The District reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress.

Section 7.10. Compliance with State Anti-Discrimination Laws.
The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision Procedures.
The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the District for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. The Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect or the District Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed under Article 9 by persons other than the Contractor.

Section 8.02. Skilled Labor.
All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

Section 8.03. No Tenancy.
All workers, contractors, or contractors' representatives are admitted to the Site only for the proper execution of the Work, and have no tenancy.

Section 8.04. Dismissal of Unsatisfactory Employees.
All employees engaged in the Work will be considered employees of the Contractor.

The Contractor shall at all times enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on School Sites and shall not employ on the Work any unfit person or anyone not skilled in the assigned task as defined in Section 8.02. The Contractor shall remove, or cause a subcontractor to remove from the Project, any incompetent employee, or any employee not skilled for the type of work required as defined in Section 8.02, or any employee who does not comply with the District Guidelines for Conduct on School Sites. The District may require that the Contractor immediately remove from the Work any employee for cause.

Section 8.05. Personal Attention and Superintendence; Contractor's Agent.
The Contractor shall supervise the work to the end that it shall be faithfully prosecuted. The Contractor shall at all times while the Contractor's scope of work is in progress keep a full-time superintendent who is fully empowered to act as agent for the Contractor on the Site. The Contractor shall advise the District in writing of its agent prior to the start of any work. The Contractor shall provide résumés for all of the Contractor's supervisory employees to be assigned to the Project for District review, and the District may reject any supervisory employees not deemed to be qualified at the sole discretion of the District. The Contractor shall be responsible for the faithful observation of all instructions delivered to its authorized agent(s).

If the Contractor's superintendent performs labor on the Project, the Contractor shall cause the superintendent to be paid at the prevailing wage for the classification of work performed. However, no additional compensation will be paid by the District for any work performed by the full-time superintendent.

In the event that the Contractor fails to provide a qualified full-time superintendent on the Site on any given day when work is scheduled to be performed, Contractor shall not be authorized to perform Work on that day. Contractor shall not be entitled to an extension of time for any suspension of work due to lack of a qualified superintendent.

Section 8.06. Inspection of the Work of Other Contractors.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work. The Contractor shall notify the District Representative in writing prior to starting work of any discrepancies or conditions which deviate from the Contract Documents or are otherwise unacceptable. Failure on the part of the Contractor to so notify the District Representative shall constitute an acceptance by the Contractor and all subcontractors of all construction in place as being suitable in all respects to receive further work by the Contractor or subcontractors.

Section 8.07. Contractor's Coordination of Work.
The District reserves the right to do other work in connection with the Project by separate contract or otherwise. The Contractor shall at all times conduct its work so as to impose no hardship on the District or others engaged in the Work. The Contractor shall adjust, correct and coordinate its work with the work of others so that no delays or discrepancies shall result in the whole Project.

Section 8.08. Daily Reports.
No less than on a weekly basis, the Contractor's superintendent shall submit to the District Representative daily reports through the District's PMIS, which daily reports shall include, without limitation, the identity of subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; work performed; and any problems encountered.

Section 8.09. Fingerprinting.
Education Code section 45125.1 and 45125.2 apply to this Agreement. The Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If the Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require any person affiliated with Contractor (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Contractor will so certify by signing and submitting to the Governing Board of District the certification form attached as Exhibit A to the Agreement for Construction. In addition, Contractor shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit B to the Agreement for Construction. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.
Inspection shall be provided as required under CCR Title 24, current edition. All inspection costs will be paid for by the District, including special inspection required by Title 24, except as noted otherwise below. A list of required inspections for the Project is included in the Contract Documents.

The Inspector shall be approved by the District, DSA, and the Architect. The Inspector will be employed by the District and will perform all inspections in accordance with Title 24, parts 1-5.

Section 9.02. Authority of Project Inspector; Stop Work Notices.
The designated Project Inspector shall be considered to be a representative of the District. It is the inspector's duty to inspect the Work.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the District, its representatives, or the Architect. The failure of the Project Inspector to order the work stopped does not excuse the Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Architect, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Architect shall be final, subject to the disputes procedures in Article 23. The Contractor shall thereafter comply with the instructions of the Architect regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Architect's instructions are fulfilled. The Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

Section 9.03. Effect of Inspections.
Neither the final inspection and payment, nor any interim inspection or progress payment, shall relieve the Contractor of its obligation to fulfill the Contract as required by the Contract Documents.

Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents may be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefore may have been made.

Section 9.04. Notice to District of Inspection.
Where the Contract Documents, instructions by the Project Inspector, District Representative, or the Architect, laws, ordinances, or any public authority having jurisdiction require work to be inspected, tested, or approved before the work proceeds, such work shall not proceed, nor shall it be covered up, without inspection. If any part of the Work is covered prior to inspection, the District may order the work to be uncovered so that inspection may be accomplished. The Contractor shall bear all expenses of such examination and satisfactory reconstruction.

The Contractor shall provide written notice to the Project Inspector at least twenty-four (48) hours in advance of the readiness for inspection.

All work shall be available for inspection and the Project Inspector shall have full access to review all work during all working times. The Contractor shall provide all necessary means of safe access (e.g. ladders) for the Project Inspector to perform his/her duties. The Contractor shall furnish the Project Inspector with any information necessary to fully inform him/her of conditions. Inspection does not relieve the Contractor from fulfilling the requirements of the Contract Documents.

Section 9.05. Inspection of Completed Work.
Should the District Representative or the Architect determine that it is necessary or advisable to make an inspection of work already completed at any time before final inspection and acceptance of the Work, by removing or exposing any work, the Contractor shall, upon instruction of the District Representative, promptly furnish all necessary facilities, labor, and materials to do so. If the work is found to be defective in any respect due to the fault of the Contractor or

any subcontractor, the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If, however, the work is found to meet the requirements of the Contract Documents, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor and a change order shall be issued for such cost and any time extension justified by delays to the critical path.

Section 9.06. DSA Field Representative.
For contracts requiring DSA approval, the Division of the State Architect will designate a field representative who will visit the Site periodically to review with the Project Inspector compliance of the Project with CCR Title 24 requirements. The DSA field representative may require certain modifications to the Project as constructed. In the event the Contractor believes they are outside the scope of this Contract, it shall proceed as in Section 5.06.

Section 9.07. Overtime work.
Whenever the Contractor arranges to work at night or any time when work is conducted other than the normal 40-hour week, or to vary the period during which work is carried on each day, it shall give the District Representative and the Project Inspector a minimum of 48-hours notice so that inspection may be provided. Additional inspection costs incurred because of overtime or shift work shall be paid by the District. If this overtime work is necessitated by the Contractor's error or failure to perform, the cost of inspection will be borne by the Contractor.

Section 9.08. Materials Which May be Tested.
The District reserves the right to require the Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by the Contractor in addition to those specified in the Contract Documents. The District shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so.

Section 9.09. Testing.
All tests shall be performed under the supervision of the testing laboratory or consultant employed by the District, and listed on the DSA-approved list, and at such times as are convenient to the District. The Contractor shall provide written notice to the District Representative at least 24 hours prior to the need for off-site tests or inspections, and the District Representative will arrange such tests or inspections. The Contractor shall bear all expenses of tests performed where the Contractor failed to provide this minimum notice.

Section 9.10. Selection of Samples.
All samples and specimens for testing shall be selected by the Project Inspector or by the testing laboratory, but not by the Contractor.

Section 9.11. Delivery of Samples.
The Contractor shall, at the Contractor's sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the Site. Samples shall be delivered either to the Project Inspector or to the testing laboratory or such other address specified in the Contract Documents.

Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing samples required by the Contract Documents or due to the Contractor's request for substitution.

The Contractor shall allow free access at all times to the representatives of the testing laboratory to the Work, and shall point out the sources from which samples are taken.

All test reports shall be sent to all parties specified in the Contract Documents.

Section 9.12. Approval of Samples.
No materials or work of which samples and/or tests are required shall be used or covered until the District Representative or the Project Inspector informs the Contractor that such samples and/or tests have been approved. If the Contractor installs, uses, or covers any such material, article, or work prior to testing and approval, such shall be at the Contractor's sole risk and expense, and it shall bear all costs of uncovering, repair, and replacement thereof.

The approval of any samples shall be for the characteristics thereof, or for the uses named in such approval, and no other. No approval of any samples shall be deemed a change or modification in any requirement of the Contract Documents. Upon testing of any sample of material or work, no additional sample shall be considered. All material or work installed after the sampling and testing is performed and approved shall be equal to or better than the approved sample in all respects and shall be accompanied by documentary proof that the material and work sampled is actually representative of that installed.

Section 9.13. Damage Due to Testing.
The Contractor shall, at its sole cost and expense, repair all damage resulting from testing specified in the Contract Documents. The District shall issue a Change Order for repair of damage due to sampling or testing other than specified in the Contract Documents.

The Contractor shall not make any tests upon portions of the Project already completed, except with the prior written consent and under the direction and supervision of the District Representative.

Section 9.14. Retesting.
If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing required by the District or District Representative shall be at the Contractor's expense.

Section 9.15. Effect of Sampling and Testing.
The District assumes no obligation, and the Contractor shall be relieved of no obligation undertaken pursuant to the Contract Documents by virtue of sampling and testing specified in this article.

The responsibility for incorporating satisfactory materials and workmanship which meet the Contract Documents in the work rest entirely with the Contractor, notwithstanding any prior samples or tests.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. Also, in no case shall the District, the District Representative, the Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences, or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the Site, or for ensuring against or correcting any hazardous conditions on the Site.

Certain work may be ongoing at the time school is in session; therefore, the Contractor shall take precautions to prevent injury and access to children and staff and shall comply with the District's Guidelines for Onsite Safety. Material storage and vehicle access and parking shall be subject to District approval.

The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District Representative.

Section 10.02. Protection of Persons and Property.
The Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Contractor shall be responsible for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. In no case shall the District, the District Representative, the Architect, the Inspector, or their agents, employees, or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions, on or near the Site, or adjacent to the Site.

The Contractor shall provide a safe environment for all functions to be performed by the District Representative, Architect and Project Inspector, and a safe place for all employees to work. The use of alcohol, drugs, or tobacco (including e-cigarettes) will not be permitted on District property.

The Contractor shall comply with all Occupational Safety laws, rules and regulations applicable to the work.

Section 10.03. Protection and Repair of Work.
The Contractor shall protect the District's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing adequate security measures for its work. The Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. The Contractor shall provide protection of completed work which may be subject to damage as a result of the Contractor's failure to perform as scheduled.

The Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the District, and Article 17 shall apply to such material or equipment.

Section 10.04. Protection of Workers.
The Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.
The responsibility for maintaining a safe working site shall be the Contractor's, and the District and District Representative undertake no obligation to suspend the work or notify the Contractor of any hazardous conditions or noncompliance with safety laws. See hazardous materials exhibit for further information.

In no case shall the District, the District Representative, the Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.05. Working Limits and Regulations.
The Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the District Representative, and shall not unreasonably encumber the Site or adjacent areas with its materials and/or equipment.

The Contractor shall enforce any instructions from the District Representative or District regarding fires, placement of signs, danger signals, barricades, radios, and noise.

Section 10.06. Protection of Existing Improvements.
The Contractor shall clean the portions of existing improvements and facilities which are used by, traversed, or dirtied by the workers on the Work, normal maintenance due to use by District employees or the public excepted.

The Contractor shall take all necessary precautions to protect all existing improvements and facilities from any damage resulting from the operations, equipment, or workers of the Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities.

The Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

All damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the District and without an extension of the Contract Time.

Section 10.07. Traffic Signals and Traffic Control.
Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from the Contractor's operations and shall not be obliterated or obscured by its equipment or materials.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction over the items involved.

Should it be necessary to block a street or sidewalk, the Contractor shall first notify the District Representative and the police and fire departments and other agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 10.08. Security of the Site.
Contractor shall provide and maintain temporary fencing surrounding the buildings and/or rooms under construction, and staging areas. Set-up/relocation of temporary fencing is included in the Contract Sum. Contractor is responsible for the security of all equipment, material, and completed construction items. Contractor is responsible for maintaining access to any occupied buildings on the school site at all times. Temporary covered walkways and/or barricades may be required. Contractor is responsible for securing any breeches to existing security system/building caused by its Work. Temporary measures may include security guards, temporary doors, temporary alarm, etc.

Section 10.09. Removal of Barricades.
Upon completion of the work, the Contractor shall remove from the Site all materials used for barricades, temporary scaffolding, or any other temporary uses.

Section 10.10. Protection of Adjacent Property; Notices.
In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Contractor shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the District Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work, and the protective measures being taken by the Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the District Representative.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by the Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to the District Representative.

The Contractor shall, at the written instruction of the District Representative, meet with any recipient of such notice to explain and discuss the proposed work.

Section 10.11. Fire Protection.
The Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Contractor shall notify the District Representative and the fire department in writing at least 72 hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

The Contractor must keep the fire and intrusion detection systems operational throughout the duration and scope of its work.

Section 10.12. Repairs or Replacement.
Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by the Contractor without expense to the District, unless disruption of school operation or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Architect, the best interest of the District requires that repairs be made prior to the execution of any further work, the District Representative will so notify the Contractor who shall delay or discontinue that part of the Work until the necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefore.

Upon the failure of the Contractor to comply with any such order, or upon the Contractor's failure to make immediate emergency repairs which are necessary to protect the Work, the District shall do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to the Contractor shall be necessary for the District to take this action.

Section 10.13. Emergency Safety Actions.
In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the District, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Contractor shall bear all costs of that action. The Contractor shall immediately notify

the District Representative of such actions, and thereafter shall comply with any instructions issued by the District Representative.

ARTICLE 11. SUBMITTALS

Section 11.01. Submittals.
The Contractor, at its sole cost and expense, shall furnish to the District Representative all Submittals and other descriptive material as are required by the Specifications or requested by the Architect.

Shop drawings shall be done with sufficient detail to adequately describe items proposed to be furnished or methods of installation to enable the District and Architect to determine compliance with the Specifications and with the design and arrangement shown on the working drawings.

The Contractor shall check and coordinate all Submittals with the Work of all trades involved before they are submitted. The Contractor shall review each Submittal for conformance with the requirements of the Contract Documents.

Unless otherwise agreed in writing by the District in response to the Contractor's schedule of Submittals, all Submittals for the Project shall be made within thirty-five (35) days of Contract Award; however, the Contractor shall coordinate the schedule of its Submittals with the requirements of the Contract Schedule so as not to delay the Project. No delay claims related to Submittals will be entertained on the Project for any Submittal originally received after the Submittal period. If Contractor fails to provide Submittals as an when required, then Contractor agrees to the following:

(a) District shall not be required to accept limitations in materials, colors, quality, or any other aspect of products or materials due to the Contractor's failure to provide Submittals as required,
(b) At District's discretion, Contractor may be directed to furnish and install temporary materials until the District-selected material is available, and
(c) District may require Contractor to install the District-selected materials during non-school hours/days without an increase in the Contract Sum and without an extension of the Contract Time.

Contractor shall submit a schedule of Submittals organized by Specification section required for the Project. It shall delineate whether product data, installation instructions, shop drawings, samples, extra stock, or mock-ups are required. The schedule of Submittals shall indicate whether the Submittal will be in electronic format, as set forth below. In general, other than items requiring color selections, samples and shop drawings, Submittals will be in electronic format.

This schedule of Submittals shall be submitted using the District's PMIS within ten (10) calendar days of Contract Award. Any omissions or inaccuracies shall not relieve the Contractor of the obligation for conforming to the requirements in the Contract Documents. The Contractor's Submittal schedule shall provide sufficient time for delivering the Submittal to the Architect, the Architect's review of each Submittal, delivering the Submittal to the Contractor, and re-submittal as necessary. In no case shall the Contractor allow fewer than fourteen (14) days, exclusive of delivery time, for the District Representative and the Architect to review each Submittal.

Section 11.02. Submission of Submittals.
Most Submittals shall be submitted electronically. Electronic Submittals which are submitted together shall be compiled into a single, bookmarked PDF file, containing links to enable navigation to each item within the Submittal package. The Contractor shall name the electronic Submittal file with a consistent project identifier, composed of the Project name, bid package number, and specification section number. Electronic Submittals shall be transmitted via the District's PMIS. The District Representative will not review the Submittals for technical compliance, but may reject any Submittal found, in the District Representative's judgment, to be incomplete. The District Representative will maintain a Submittal log, and weekly meeting minutes shall note if Submittals have been accepted. Submittals requiring color selections, samples, or shop drawings will be logged.

For mock-ups, color selections and samples, the Contractor shall submit no less than three (3) originals. All Submittals of mock-ups, color selections, and samples shall be marked with the Project name, the Contractor's name, and the specification section number, and shall be accompanied by a letter of transmittal to the District Representative. The letter of transmittal shall list the identifying number of the mock-ups, color selections, and samples submitted and cross-reference them to the page or sheet in the specifications and/or working drawings to which they are related.

Photos of mock-ups, color selections, and samples shall be uploaded to the District's PMIS along with the letter of transmittal.

By approving and submitting shop drawings, product data, manufacturers' instructions, and samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto and that it has checked and coordinated the information contained within those Submittals with the requirements of the Work and to the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Submittals as may be issued by the District Representative.

The District Representative will not accept shop drawings, product data, or manufacturers' instructions which are not sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The Submittals shall be submitted promptly, and no later than specified in the Submittal schedule, so as to cause no delay in the Work.

Section 11.03. Review of Submittals.
Following submission, the Submittals will be reviewed and returned with one or more of five possible responses by the District Representative or Architect. These possible responses are as follows:

A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, Work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the Work.

B. Approved, Reviewed for General Conformance Only, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.

C. Make Corrections Noted: If the Submittal is acceptable except for certain items which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.

D. Revise and Resubmit, or Submit Specified Item: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.

E. Rejected: A Submittal may be rejected if it is not in compliance with the Contract Documents, or if it proposes an "or equal" or substitution which is not acceptable to the Architect. A superseding Submittal shall be submitted and approved prior to commencement of the Work.

Should the Contractor proceed with the Work shown on a Submittal before approval is received, it shall remove and replace or adjust any Work which is not in accordance with the Submittal as ultimately approved, and it shall be responsible for any resultant damage, defect, added cost and/or delay. The District shall be under no obligation to pay for Work installed prior to approval of Submittals, until the Submittals are approved and the Work in place is found to be in compliance with the Contract Documents.

The Contractor shall resubmit Submittals in categories "D" and "E" above after making any changes required so that Submittals will comply with the Contract Documents. When resubmitting, the Contractor shall direct specific attention to corrected or changed areas. Resubmittals shall be made within ten (10) days of return of the previous Submittal, and in any event in sufficient time so as to avoid delay to the Work. No delay claims related to resubmittals will be entertained on the Project for any resubmittal.

The Architect shall determine the adequacy and completeness of all Submittals. Where the Architect deems a Submittal to be inadequate, incomplete, or otherwise unsuitable for proper review, the Contractor shall submit all

additional information requested by the Architect. There shall be no change to the Contract Time or the Contract Sum when such additional information is required.

Section 11.04. Submittals Showing Variation from Contract.
It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the Submittals submitted and the Contract Documents, along with an explanation of why they are requested, in its letter of transmittal. Failure by Contractor to identify in its letter of transmittal any variation, discrepancy, or conflict with the Contract Documents shall render the approval null and void, and Contractor shall bear all risk of loss and reconstruction costs or delays.

If any architectural, plumbing, mechanical, electrical, or structural modifications are required as a result of the approval of Submittals which deviate from or do not comply with the Contract Documents, those modifications shall be made without extra cost to the District, and without extension of the Contract Time. Any other resultant costs, including but not limited to design fees, construction management fees, costs incurred by other contractors, or inspection fees, shall be at the expense of the Contractor.

Section 11.05. Effect of Approval of Submittals.
The approval of Submittals shall not relieve the Contractor of the obligation for accuracy of dimensions and details; for conforming the work to the requirements of the Contract Documents; or from responsibility to fulfill the Contract at no extra cost to the District, within the Contract Time.

Section 11.06. Equal Materials.
Unless otherwise provided in the technical specifications, whenever in the Contract Documents any systems, processes, products, or materials are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, those specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, “or equal.” It is the intent of this article to comply with Public Contract Code Section 3400.

If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified (an “Equal”), it shall make application to the District Representative in writing, within ten (10) business days after Notice of Intent to Award, and shall submit samples and all other information necessary to substantiate its claim of “or equal.” Such application constitutes a certification that the Contractor:

A. Has investigated the proposed Equal and determined that it meets or exceeds, in all respects, the specified system, process, product, or material.

B. Will provide the same warranty for the proposed Equal as for the specified system, process, product or material.

C. Will coordinate installation and make other changes which may be required for work to be complete in all respects and at no additional cost to the District.

D. Waives claims for additional costs and/or Contract Time which may subsequently become apparent based on the approved Equal.

The Architect then will determine whether or not the proposed system, process, product or material is equal in quality and utility to that specified, and its decision shall be final. The Architect will render its decision within twenty one (21) business days after submission of all required information for the application. If the request is not accepted, the Contractor shall provide the specified system, process, product or material without an increase in the Contract Sum and/or Contract Time.

Neither the submission of a request for an equal, nor the Architect’s review of the application, will extend the time for submission of any required Submittals.

Requests for equal systems, process, products or materials will be considered only when offered by the Contractor as required by this article.

Section 11.07. Substitutions.

Unless otherwise provided in the technical specifications, the Contractor may make proposals for Substitutions to systems, process, products, or materials shown or specified only under one or more of the following conditions:

A. Unavailability: If the specified system, process, product, or material, or an Equal, is no longer available in the marketplace.

B. Delay: If obtaining the specified system, product, process, or material, or an Equal, will delay completion of the Work through no fault of the Contractor.

C. Better system, process, product, or material: If a better system, product, process, or material is available at no additional cost.

D. Savings: If a system, process, product, or material which meets all of the performance requirements of that specified is available at a savings to the District.

A proposal for Substitution shall include all information required by the Architect to evaluate the substitute system, process, product or material. All Substitutions shall be submitted with an approved "Substitution Request Form". *See* Construction Forms Manual. Such proposal constitutes a certification that the Contractor:

A. Has investigated the proposed Substitution and determined that it meets or exceeds the performance requirements of the specified system, process product or material.

B. Will provide the same or better warranty for the proposed Substitution as for specified system, process, product, or material.

C. Will coordinate installation and make other changes which may be required for the work to be complete in all respects at no additional cost to the District.

D. Waives claims for additional costs and/or Contract Time, which may subsequently become apparent.

The District Representative and the Architect shall evaluate a timely Substitution request, and shall approve, deny, approve with conditions, or initiate the procedure for a change order in response to the Contractor's request. This decision shall be final. This decision will be rendered within twenty one (21) business days after submission of all required information for the proposal. If the request is not accepted, the Contractor shall provide the specified system, process, product, or material without an increase in the Contract Sum and/or Contract Time.

Failure by the Contractor to identify all deviations from the Contract Documents in its request for substitution shall render any District action taken thereon null and void. The Contractor shall bear all costs resulting from any error in the request for Substitution.

Only one request for Substitution will be considered for each product except due to unavailability.

Substitutions may be subject to DSA approval, in which case the time to review will be extended by the duration of the DSA approval process.

Neither the submission of a request for substituted systems, processes, products, or materials, nor the District Representative's and/or Architect's review of the application, will extend the time for submission of any required Submittals.

Section 11.08. Time for Proposing Substitution.

Substitution proposals will not be considered prior to bidding. All requests for Substitutions shall be made within the same time requirement for initial Submittals. Failure to timely submit a Substitution request shall constitute a waiver by the Contractor and an acceptance of the specified systems, processes, products, and materials. Late Submittals may be considered only when the District Representative consents in writing, and the District's best interests so require.

Section 11.09. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work.
When the District Representative or Architect determines that samples and testing are required to evaluate a request for a Substitution, the District Representative shall so advise the Contractor, and specify the systems, processes, products, materials or work to be sampled. The Contractor shall, at no cost to the District, provide samples as required by these General Conditions dealing with samples and testing, or the Technical Specifications.

The Contractor shall bear all costs of sampling and testing required to decide a request for Substitution, and if a Substitution is accepted, the Contractor shall bear all costs associated therewith, including the cost of the District Representative's, Architect's, and/or engineer's services required to adapt the Substitution to the design to the complete satisfaction of the District, and all costs of mechanical, electrical, structural, or other changes needed to adapt the Substitution to the Work.

Section 11.10. Effect of Approval of Equal Materials or Substitution Request.
If an application for an Equal or Substitution request is approved, the Contractor shall be solely and directly responsible for setting approved Equal or Substitution systems, processes, products, materials, and/or equipment into the available space, and for the proper operation of the Equal or Substitution systems, process, products, materials, and/or equipment with all other systems, processes, products, materials, and/or equipment with which it may be associated, all in a manner acceptable to the District.

No time extensions nor any increases in the Contract Sum shall be granted on account of an Equal or Substitution. In the event of a savings, the Contract Sum shall be adjusted by the price difference between the approved Equal or Substitution and the originally specified item.

Section 11.11. Quality of Materials and Products.
The Contractor shall, if required by the Architect, Project Inspector, or District Representative, furnish satisfactory evidence as to the kind and quality of materials provided.

The District Representative may require, and the Contractor shall submit if required, a list designating the source of supply of each item of materials incorporated into the Work, and in such event, those materials or products shall not be delivered to the Work nor installed therein until after the District Representative has approved the list.

Contractor shall certify that the materials and equipment installed comply with the Contract Documents and to the best of the Contractor's knowledge, no installed materials or equipment contain asbestos.

Section 11.12. Better Material or Process.
In the event that the Contractor furnishes a material, product, process, or article better than that specified in the Contract Documents, the difference in cost of that material, product, process, or article shall be borne by the Contractor.

Section 11.13. Industry Standards.

A. Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto, in effect on the date of the Bid, except as limited to type, class, or grade, or modified in that reference.

B. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in these specifications. These standards are not furnished to the bidder for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1. Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.

2. Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.

3. Where Commercial Standards (CS) or Product Standards (PS) are referred to as a measure of quality, standard, and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

4. Where ASTM serial numbers are used, they refer to the latest tentative specifications, standard specifications, standard method or standard methods of testing, issued by the American Society for Testing Materials, unless specifically noted.

Section 11.14. Materials and Products Storage.
The Contractor shall confine the on-site storage of all materials, products, and equipment required in the performance of this contract to the areas specified by the District. The Contractor shall obtain prior approval from the District Representative regarding areas for storage and methods of protection. All material, products, and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas clear for the regular use of the public and District employees.

Section 11.15. Original Packages or Containers; Labels.
All materials delivered to the Site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.

Section 11.16. Protection of Materials and Equipment.
The Contractor shall protect the work, materials, and equipment from damage due to the action of the elements, trespassers, or other causes. The Contractor shall properly store materials and equipment and, when necessary, erect temporary structures to protect them from damage. The Contractor shall replace any items damaged as a result of improper protection at no expense to the District.

Section 11.17. Providing and Paying for Materials.
Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, products, articles, processes, labor, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the Work within the Contract Time.

Section 11.18. Warranty of Title.
No material, article, product, supplies, or equipment for the Work shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

The Contractor warrants good and sufficient title to all material, supplies, and equipment installed or incorporated in the Work, and agrees upon completion of the Work to deliver the premises, together with all improvements and appurtenances, constructed or placed thereon by the Contractor, to District, free from any claims, liens, or charges.

The Contractor agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this Section shall defeat or impair the rights of persons furnishing materials or labor under the payment bond given by the Contractor, nor any rights under any law permitting such persons to look to funds due to the Contractor but retained by District.

The Contractor shall cause the provisions of this Section to be inserted in all subcontracts and material contracts executed by the Contractor and notice of this provision shall be given to all persons furnishing materials for the Work.

This Section shall not disallow the Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 11.19. Patents and Royalties.
All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the work or any part thereof shall be included in the price bid for doing the work. The Contractor and its sureties shall protect, defend, indemnify and hold harmless the District, District Representative, the Project Inspector, the Architect and its consultants, and each of their respective officers, agents, and employees against any and all demands made for such fees or claims and against any and all suits, demands, claims or causes of action brought or made by the holder of any invention, patent, copyright, or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment is made on account of this Contract, the Contractor shall furnish acceptable proof to District of proper release from all such fees or claims.

Section 11.20. Payment of Federal or State Taxes.
Any federal, state or local tax, specifically including sales and use taxes, payable on materials furnished by the Contractor pursuant to the Contract, shall be included in the Contract Sum and paid by the Contractor.

ARTICLE 12. PROGRESS PAYMENTS

Section 12.01. Schedule of Values.
At least fourteen (14) days prior to the first payment application, the Contractor shall submit to the District Representative a schedule of values broken down by phase, and within each phase by building, in sufficient detail to evaluate progress at any point in the Work. In no event shall an individual line item on a schedule of values exceed five (5) percent of the Contract Sum unless so approved in advance by the District Representative. Labor, material, and subcontract costs shall be shown separately. Cost of Contract closeout shall be shown as individual line items, including, but not limited to, closeout documents, punchlist, and as-built documentation. Each of these line items shall be no less than three (3) percent of the total Contract Sum.

All other General Conditions items should be prorated among the actual construction values. The schedule of values must be prepared in sufficient detail and supported by such data to substantiate its accuracy as the District Representative and the District may require. This schedule, when approved, shall be used as a basis for the Contractor's applications for payment, and the approved schedule of values is an express condition precedent to processing the Contractor's payment application(s).

Section 12.02. Application for Payment.

A. Prior to the date for each progress payment review established in the Preconstruction Meeting, the Contractor shall submit to the District Representative through the District's PMIS the schedule of values, marked to show the percentage of completion proposed by the Contractor for each line item. No extension of dollar amounts is required.

B. At a meeting held on or before the assigned billing date of each month, the District Representative, Architect, Project Inspector, and the Contractor will review the Contractor's proposed percentages of completion and agree on a final percentage to be paid for that month. The progress payment will be based on the estimated percentage complete. Upon agreement of the amount due, the Contractor will prepare a final copy of the Application of Payment Summary and transmit it to the District Representative for processing by the assigned day of each month.

C. Release of Liens: With each final monthly application for payment, Contractor shall submit a conditional lien release in the form provided in Civil Code section 8132. Additionally, Contractor shall submit an unconditional lien release in the form provided in Civil Code section 8134 for all work through the prior progress payment. When a subcontractor completes its scope of work, Contractor shall submit with its pay application either a conditional lien release in the form provided in Civil Code section 8136 if retention has not been paid or an unconditional lien release in the form provided in Civil Code section 8138 if the subcontractor has been paid in full. For final payment, the Contractor and all of its Subcontractors and material suppliers that have not previously submitted unconditional lien releases under Civil Code section 8138 shall submit final conditional lien releases under Civil Code section 8136 and final unconditional lien releases under Civil Code section 8134.

D. The signing of a certificate of payment will constitute a representation by the District Representative, Project Inspector, and the Architect to the District that, based on their observations at the Site, and the data comprising the application for payment, the Work has progressed to the point indicated and that, to the best of their knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to any specific qualifications stated in the certificate for payment); and that the Contractor is entitled to payment in the amount certified. However, by signing a certificate for payment, the District Representative and the Architect shall not thereby be deemed to represent that either has made exhaustive or continuous on-site inspections to check the quality or quantity of the work, that either has reviewed the construction means, methods, techniques, sequences, or procedures, or that either has made an examination to ascertain how or for what purpose Contractor has used the monies previously paid on account of the Contract Sum.

E. No progress payment will be released until District Representative has received all of the following items in acceptable form: as-built updates, schedule updates, certified payroll and other pay records if requested by the District, and lien releases.

Section 12.03. Payment for Stored Materials.
Payments may be made by the District, at its discretion, on account of materials or equipment not incorporated in the Work but delivered to the Site and suitably stored by the Contractor. Payments for materials or equipment stored shall only be considered upon submission by the Contractor of satisfactory evidence demonstrating that it has acquired title to such material, that the material will be used in the Work, that it is satisfactorily stored, protected, and insured, and that the Contractor has undertaken such other procedures satisfactory to the District Representative, Project Inspector, and Architect, to protect the District's interests. Materials stored off-site, to be considered for payment, shall, in addition to the above requirements, be stored in a bonded warehouse, fully insured, and available to the Architect and District Representative for inspection. The District Representative shall have complete discretion as to the amount of material and equipment that may be stored on the Site at any given time.

Section 12.04. Payment Time; Retention.
There shall be reserved from the monies earned by the Contractor on estimates a sum equal to five percent (5%) of such estimates. It is understood that, if payment requests are made in accordance with established time schedule, payment requests received and approved by District will be processed within forty (40) days following approval. Payment for Change Orders, if any, under this Contract shall be made in like manner after the Change Order is fully executed.

Section 12.05. Posting Securities in Lieu of Withholds.
Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, Contractor may elect to deposit securities equivalent to the amount withheld pursuant to Section 12.04 with the District or with a state or federally chartered bank in California as the escrow agent, who shall then pay the retainage to the Contractor. Upon satisfactory completion of the Contract without grounds to withhold as addressed in Section 12.06, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request, pursuant to Public Contract Code Section 22300, and the District shall make, payment of retentions under Section 12.04 directly to the escrow agent. The Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract without grounds to withhold as addressed in Section 12.06, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District.

If Contractor elects to receive interest on moneys deposited with an escrow agent in lieu of retention, Contractor shall provide written notice to all subcontractors performing at least five percent (5%) of the Work of Contractor's option within fifteen (15) days of electing to receive interest. Contractor shall, at the request of any such subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. The subcontractor shall receive the identical rate of interest received by Contractor, less any actual *pro rata* costs associated with administering and calculating that interest, as provided for in section 22300. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and the subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor.

Securities eligible for investment under this Section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor and the District.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Section 12.06. Withholding Additional Amounts; Grounds.

In addition to the amounts which the District may retain as provided in Section 12.04, the District may withhold a sufficient amount from any payment or payments otherwise due to the Contractor as in the District's sole discretion may be necessary to protect the District in the event of the following:

A. Third party claims filed or reasonable evidence indicating probable filing of such claims;

B. Defective work not remedied;

C. Failure of the Contractor to make proper payments to any of its Subcontractors or for labor, materials, or equipment;

D. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Contractor, or in the time remaining until expiration of the Contract Time;

E. Failure of the Contractor to comply with any lawful or proper direction concerning the Work given by any District representative authorized to have given such instruction;

F. Claims and/or penalties which state law assesses or may assess against the Contractor for violation of such law;

G. Any claim or penalty asserted against the District or that may be asserted against the District by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;

H. Any liquidated damages which may accrue as a result of the Contractor's progress failing to meet the schedule milestones or failing to achieve substantial completion or final completion within the Contract Time.

I. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the District to a set-off.

In order to adequately protect the District, the Contractor agrees that the basic standard to determine the amount to be withheld pursuant to this Section shall be one hundred fifty percent (150%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that District reserves the authority to retain greater sums should such sums be necessary in the District's discretion to adequately protect it.

Section 12.07. Disbursement of Withheld Amounts.
The District, in its sole discretion, may apply any withheld amount or amounts to the payment of any claim resulting in a withhold. The Contractor agrees and hereby designates the District as its agent for such purposes, and any payment so made by the District shall be considered as a payment made under this Contract by the District to the Contractor. The District shall not be liable to the Contractor for any payments made in good faith and with reasonable notice to Contractor. Such payments may be made without a prior judicial determination of the claim or claims. The District shall render to the Contractor a proper accounting of any funds disbursed on behalf of the Contractor.

Prior to disbursing any amounts, District shall afford the Contractor an opportunity to present good cause, if any it has, why the claim or claims in issue are not valid or just claims against the Contractor. The District reserves the right then to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 12.08. Correction of Statement and Withholding of Payment.
No inaccuracy or error in any statement provided by the Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such work, or from any obligation imposed by the Contract Documents. The District shall retain the right subsequently to correct any error made in any previously issued claim for the progress or other payment, or payment of any kind issued, by adjustments to subsequent payments.

Section 12.09. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment claimed to be due and owing to the Contractor shall operate in any way to relieve the Contractor from its obligations under this agreement. The Contractor shall continue diligently to prosecute the Work without reference to the payment, withhold, or retention of any progress payment. The payment, withhold, or retention of any progress payment shall not be grounds for an extension of the Contract Time.

ARTICLE 13. TIME OF WORK

Section 13.01. Not applicable.

Section 13.02. Contract Schedule Development.
Within ten (10) days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed Contract Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of this Article. The proposed Contract Schedule shall be in hard copy and in electronic format submitted through the District's PMIS.

The Contract Schedule shall furnish or comply with the following requirements:

A. A time scaled CPM type schedule prepared in Oracle Primavera P6 or other approved schedule software approved in writing by the District.

B. No activity on the schedule shall have a duration longer than fourteen (14) days, with the exception of fabrication and procurement activities, unless otherwise approved by the District Representative. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

C. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

D. Owner furnished materials and equipment if any, identified as separate activities.

E. Dependencies (or relationships) between activities.

F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

G. Separate buildings and other independent project elements shall be individually identified in the network.

H. No less than fourteen (14) days for developing punch list(s), completion of punch list items, and final clean up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

I. Interface with the work of other Contractors (or entities).

The District Representative will review the proposed Contract Schedule for conformance with the requirements of the Contract. Within ten (10) days after receipt, the District Representative will accept the proposed Contract Schedule or will return it with comments. If the proposed Contract Schedule is not accepted, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for acceptance within seven (7) days after receiving it. The accepted schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Acceptance of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract.

Failure to obtain the accepted Contract Schedule within forty (40) calendar days of the Notice to Proceed may result in the District withholding ten percent (10%) of each progress payment, or $1000, whichever is greater, until an accepted Contract Schedule is obtained. Any such amounts withheld shall be paid to Contractor upon approval of the Contract Schedule.

Section 13.03. Monthly Updates.
Contractor shall submit to the District Representative each month an up-to-date status report of the Work. The status report shall be in hard copy and in electronic format through the District's PMIS and shall include:

A. Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
B. Actual start/finish dates for activities as appropriate.
C. Identification of processing errors, if any on the previous update reports.
D. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.
E. Identification of activities that are affected by requested or proposed changes to the Work.
F. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revision to schedule logic to conform to current status and direction.

The District Representative will review the updated information and meet with Contractor each month at the Site to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the District Representative's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the update of the Contract Schedule. No progress payments will be made without the required monthly update of the Contract Schedule.

Section 13.04. Schedule Revisions.
If the sequence of construction differs significantly, as determined by the District Representative, from the Contract Schedule, Contractor shall submit within fifteen (15) days a revised schedule to the District Representative for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the District, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Article 14 of these General Conditions. No additional cost beyond that provided in Article 15 will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after acceptance of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the District Representative, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the District Representative, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) days prior to the date of submission of update information. The District will have seven (7) days to review the revisions.

Section 13.05. Short Interval Schedules.
Contractor shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted in hard copy and electronic PDF format to the District Representative prior to the weekly construction meeting. The Contractor shall participate in short interval scheduling coordination during the weekly construction meetings.

Section 13.06. Owner's Right to Revise Schedule.
In the event of a delay affecting the occupancy date of the Project and not the fault of the Contractor, the District Representative may elect to resequence work or otherwise modify the schedule in an attempt to maintain the Date of Completion. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the District's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the District Representative to meet schedule objectives other than those of the individual contractor will be reimbursed per the provisions of Article 15, provided that Contractor has not contributed to the delay which the District Representative is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the District Representative within forty-eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

Section 13.07. Commencement of Work.
The Contractor shall commence procurement of long lead materials and equipment after execution of the Agreement for Construction and appropriate Submittals have been approved.

Section 13.08. Time of Essence.
Time is of the essence of this agreement. The Contractor shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work, without the express approval of the District Representative.

Section 13.09. Date of Completion.
The Contractor shall fully and satisfactorily complete the Work within the Contract Time. The Date of Completion is defined in Article I.

Section 13.10. Responsibility for Completion.
The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the Contract Time. If work on the critical path is seven (7) days or more behind the currently updated Contract Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
B. If the above cannot be achieved then;

1. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the District Representative, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the District Representative the backlog of work.
2. In addition, the District Representative may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the District Representative finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the District Representative may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the District to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 13.09 shall be considered grounds for a determination by the District, pursuant to Article 12, Section 12.06D, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

Section 13.11. Payments Withheld.

Progress Payments may be withheld in whole or in part should the Contractor fail to comply with the requirements of this Article.

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME

Section 14.01. Extensions of Time; Unavoidable Delays.
The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the District, upon a finding of good cause for such extension.

A. As used herein, the following terms shall have the following meanings:

1. "Excusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions in which the District Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Contractor or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section of the general conditions, but shall not entitle the Contractor to any adjustment of the Contract Sum.

2. "Compensable Delay" means any delay in the completion of the Work beyond the expiration date of the Contract Time caused solely by the wrongful acts of the District or its agents, including without limitation the Architect, and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay entitles the Contractor to an extension of the Contract Time, in accordance with this Section of the General Conditions, and/or an adjustment of the Contract Sum for increased general conditions costs, not to exceed **one thousand, five hundred dollars ($1,500)** per day of delay, in accordance with Article 15. Notwithstanding the foregoing, Contractor shall not be entitled to any additional general conditions costs if Contractor is concurrently performing another increment or phase of the Project Work and the general conditions costs would be incurred in connection with that other increment or phase. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

3. "Inexcusable Delay" means any delay in completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

B. The Contractor may make a claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Contract Sum shall be in accordance with Article 15, shall not exceed **one thousand, five hundred dollars ($1,500)** per day, and shall be based only on the non-concurrent portion of any Compensable Delay.

2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay calculated in accordance with subparagraph B1, if applicable, exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.

Delays in the prosecution of parts or classes of the Work which do not prevent or delay the completion of the whole Work within the Contract Time are not to be considered Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.
No later than ten (10) calendar days from the time the Contractor reasonably foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause

for an extension, the Contractor shall notify the District Representative in writing of the delay or anticipated delay. The notice shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension together with a detailed schedule analysis showing the effect of the delay on the critical path of the Contract Schedule and a quantification of the length of the requested extension of time. **Failure of the Contractor to submit such a notice within ten (10) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any entitlement to a time extension**, as well as to any associated additional compensation, and no extension shall be granted as a consequence of such delay. If the Contractor cannot quantify the delay or prepare a detailed schedule analysis at the time the notice of delay is submitted, including because the delay is anticipated and/or is ongoing of an unclear duration, then the Contractor shall supplement its notice of delay as soon as it can reasonably quantify the delay, but no later than ten (10) days after the cause for delay is concluded.

The District shall have no obligation to consider any non-compliant time extension request. The District shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the District to grant time extensions under the Contract Documents, should the Contractor fail to comply with the submission and justification requirements of the Contract Documents for time extension requests. The Contractor's failure to perform in accordance with the Contract Schedule shall not be excused because the Contractor has submitted time extension requests, unless and until such requests are approved by the District.

Section 14.03. Investigation; Procedure.
Upon receipt of a request for extension, the District Representative shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The District Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Contractor in writing within ten (10) days of receipt of the complete request, including quantification of the delay, and shall indicate whether it will recommend for or against the extension.

Upon receiving the District Representative's recommendation, the Contractor may either concur in the recommendation, or reject the recommendation and proceed with a claim as provided for in Articles 21 and 23.

Section 14.04. Discretionary Time Extensions for Best Interest of District.
The District reserves the right to extend the time for completion of the Work if the District determines that such extension is in the best interest of the District. In the event that a discretionary extension is granted at the request of the Contractor, the District shall have the right to charge to the Contractor all or any part, as the District may deem proper, of the actual cost of construction management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to deduct all or any portion of that amount from the final payment for the Work.

In the event a discretionary time extension is ordered over the objection of the Contractor, and the decision rests solely with the District and is not legally compelled for any cause, the Contractor shall be entitled to a contract change pursuant to Article 15 adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct result of the delay, upon its written application therefore, accompanied with such verification of costs as the District Representative requires. The decision of the District on any discretionary time extension and the costs thereof shall be final and binding on the District and the Contractor.

Section 14.05. Liquidated Damages.
If the Work or any specified portion or phase of Work is not completed by the Contractor in the time specified in Section 00 73 00, Special Provisions, or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the date of substantial completion and/or until the date of final completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the amount accrued

shall be withheld from any progress payment that would otherwise be due. This right to withhold funds is intended to complement the District's rights under Section 12.06.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or compensable pursuant to Section 14.01, or time extensions granted by the District pursuant to Section 14.04.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the project caused by the failure of the District or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Payment by the District of any progress payments after expiration of the Contract Time shall not constitute a waiver by the District of its right to claim liquidated damages in accordance with this Section.

If the Contract is terminated before or after the Contract Time, as adjusted by any extensions of time that the District may have granted, pursuant to Section 18.07, the Contractor shall remain liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion.

Section 14.06. Extension of Time Not a Waiver.
Any extension of time granted the Contractor pursuant to this Article shall not constitute a waiver by the District of, nor a release of the Contractor from the Contractor's obligation to perform this Contract in the time specified by the agreement, as modified by the particular extension in question.

The District's decision to grant a time extension due to one circumstance set forth in one request, shall not be construed as a grant of an extension for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by the Contractor as a precedent for any other request for extension.

Section 14.07. Suspensions Exceeding One Year.
Should the Work be suspended for a period exceeding one calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, the Contractor and District agree to enter into an agreement terminating the agreement upon the following terms and conditions.

District shall be responsible only to pay the Contractor the actual value of the work performed from the Date of Commencement or from the date of the last progress payment, whichever is later, plus the five percent (5%) retention from prior progress payments, less any deductions authorized by the Contract Documents.

As between the Contractor and District, it shall be conclusively presumed that the actual value for the Contractor's work to the date of the last progress payment is no more than the actual amount of prior progress payment plus the five percent (5%) retention from those progress payments; provided, however, that this Section shall not preclude District from deducting charges for work or materials which do not meet the requirements of the Contract Documents.

Section 14.08. Effect of Stop Work Notice.
If the District orders a stop work notice pursuant to Article 9, the days on which the suspension is in effect shall be included in determining the required completion date, and shall not otherwise modify or extend the time within which the Contractor is to perform. In such event, the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay, unless the Contractor can establish that stop work notice was not warranted.

ARTICLE 15. CHANGES TO THE WORK

Section 15.01. No Changes Without Consent.
The Contractor will complete the Project for the Contract Sum except as provided below. The Contractor agrees, for itself and on behalf of its Subcontractors and suppliers, that no increase in the Contract Sum will be made for work that the Contractor or its Subcontractors and suppliers might otherwise claim as a Change Order or extra work unless the Contractor establishes that the additional cost is the result of one of the following:

a) a material change in the scope of work directed or authorized by District;
b) a change required by regulatory authorities (including inspections) that was not reasonably ascertainable from the Contract Documents;
c) regulatory fees not included in the Contract Sum;
d) Differing Site Conditions;
e) design errors; or
f) wrongful acts of District or a separate contractor employed by District, or by damage to the Work caused by fire or other unavoidable casualties not the fault of the Contractor or Subcontractors or suppliers.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the District, or by a Directive signed by either the District or the District Representative, stating that the extra work or change is authorized, and no claim for any addition to the Contract Sum or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. The Contractor shall, when required by the District Representative, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the District, including all items listed in Sections 15.06 and 15.07, below.

Change Orders shall specify the cost adjustments associated therewith, and in no case shall the District pay or become liable to pay any sums different than those specified or those established under Section 15.06 and 15.07.

Certain CCDs must be submitted to, and approved by, DSA prior to being implemented. Substitutions may be considered CCDs and, if DSA approval is required, are to be approved by DSA prior to fabrication or use.

Section 15.02. Change Orders.
Subject to legal requirements relating to competitive bidding, the District may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the District, which shall state the agreement of the District, the Contractor, the Architect, and, if applicable, DSA upon all of the following:

A. The scope of the change in the Work;

B. The amount of the adjustment in the Contract Sum, if any; and

C. The extent of the adjustment in the Contract Time, if any.

If the Contractor believes that conditions have changed, or that it has been directed to do additional work requiring a change in time or cost, the Contractor may submit to the District Representative a Proposed Change Order (PCO).

All adjustments to the Contract Sum or the Contract Time must be approved by the District Board of Education.

Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the changed work.

Section 15.03. Not Used.

Section 15.04. Change Orders Regarding Time for Completion.
Any time extension authorized by the District pursuant to Article 14 hereof shall be set forth in a Change Order signed by the District.

Section 15.05. Construction Change Directive/Directive.
Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A Directive shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. Directives shall be approved by the District, the Architect, and, if applicable, DSA, but need not be signed by the Contractor.

Upon receipt of a Directive, the Contractor shall promptly proceed with the change in the work involved. It is the intent of the District that all Directives will be converted to a Change Order.

When a Directive is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Contractor on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Directive as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

If the Contractor disagrees with the method for adjustment in the Contract Sum, the adjustment shall be determined by the District Representative on the basis of any of the methods described in Section 15.06A, paragraphs 2, 3, or 4.

Section 15.06. Pricing of Changes.

A. If a Change Order or Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

    1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

    2. Unit prices stated in the Contract Documents or subsequently agreed upon;

    3. The District Representative's estimate of the value of the change; or

    4. Time and materials, as set forth in Section 15.07 and 15.08.

Section 15.07. Allowable Costs.

A. Allowable costs for any Change Order shall be limited to the following:

    1. Costs of labor, including social security, Medicare, and unemployment insurance, fringe benefits required pursuant to Article 7, and workers' compensation insurance (unless covered by the OCIP);

    2. Costs of first line supervision labor, including labor burden as described in Paragraph 1. "First Line Supervision" shall mean a working foreman or lead craft worker other than the project superintendent;

    3. Actual cost of the project superintendent associated with any period of compensable delay caused by issuance of the change order. In the absence of a compensable delay, all of the project superintendent's time is considered to have been paid for as part of the Overhead;

    4. Actual costs of materials, including sales tax and delivery;

    5. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor or others;

    6. Overhead and Profit as specified below. "Overhead" shall include the following:

Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the project superintendent; vehicles including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and as-built drawings; general office and administrative expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance and Builder's Risk insurance (unless covered by the OCIP), and all taxes; and all other expenses not specifically included in Paragraph A above.

B. The Contractor's combined overhead and profit for work performed by its own forces shall be fifteen percent (15%) of the costs specified in Section 15.07(A)(1)-(5). If the changed work is performed by a Subcontractor, the Subcontractor shall be entitled to an allowance of fifteen percent (15%) of its actual labor, material and rental costs for overhead and profit. The Contractor shall be allowed to mark-up the Subcontractor's price ten percent (10%) for its overhead and profit. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed twenty-five percent (25%).

C. If the net value of a change results in a credit from the Contractor or Subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

Section 15.08. Time and Materials Adjustment.

A. Pricing and Record Keeping. In the event that the pricing method selected is the time and materials method described in Section 15.06A, paragraph 4, the pricing shall be calculated using the formula and costs set forth in Section 15.07 except that time and material (T & M) labor rates shall be pre-approved by the District Representative for T & M work. The Contractor shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the Project Inspector or the District Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Contractor and the District Representative shall discuss and attempt to resolve any disputes concerning the Contractor's daily records at the time the report is submitted.

B. Reconciliation. The Contractor shall, on a monthly basis accompanying the progress payment request, submit a reconciliation for all work performed under a time and materials Directive during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the work of the Directive is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

Section 15.09. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

The District reserves the right to require additional payment or performance bonds to secure a Change Order.

Section 15.10. Unforeseen Site Conditions.

If this Contract requires the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

A. In the event that any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Representative, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents.

3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

B. Upon receipt of notice from the Contractor, the District Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive under the procedures described in the Contract Documents.

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

D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice under paragraph A of this Section 15.10.

E. No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

As between the Contractor and the District, the District is responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site if such utilities are not identified in the Plans and Specifications. If the Contractor, while performing its work, discovers utility facilities not identified in the Plans or Specifications, it shall immediately notify the District and the associated utility in writing. Thereafter, and provided it has given such notice, the Contractor shall be entitled to an adjustment of the Contract Sum and an extension of the Contract Time, in accordance with Articles 14 and 15, 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 when such costs and time are caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding anything to the contrary herein, the District is not required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site. Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Section 15.11. Notice of Dispute

If the Contractor intends to make a claim for a change in the Contract Sum or Contract Time, the Contractor must give the District Representative written notice within ten (10) days of the occurrence of the event giving rise to the claim. Thereafter, the Contractor may proceed with a claim as provided for in Articles 21 and 23. **Failure to provide the written notice within ten (10) days of the occurrence of the event giving rise to the claim shall constitute a waiver by the Contractor of any claim for a change in the Contract Sum or Contract Time.**

ARTICLE 16. DISTRICT'S RIGHT TO CARRY OUT THE WORK

Section 16.01. Notice of Default; Deduction of Cost.
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three (3) days after receipt of written notice from the District to commence and continue correction of the default or neglect with diligence and promptness, the District may, without prejudice to any other remedy it may have, correct the deficiencies and may further elect to complete that portion of the Work through such means as the District may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other appropriate costs, including compensation for the Architect's, the Project Inspector's, and the District Representative's additional services made necessary by the default, neglect, or failure. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the District.

Section 16.02. Disputed Work.
If a dispute arises as to who is responsible for cleaning up pursuant to Section 19 or for accomplishing coordination or doing required cutting, filling, excavating, or patching, the District may carry out such work and charge the cost to the responsible contractors, as the District may determine.

Section 16.03. Assignment of Work.
The District reserves the right to perform any portion of the Project with its own forces or with other contractors as it sees fit. The Contractor will cooperate and coordinate with the District's efforts in this regard. The Contractor may be assigned work by other District contractors when required to properly coordinate project activities.

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship.
The District shall have the right to reject materials and workmanship which are determined by the District Representative, the Architect, or the Project Inspector to be defective or fail to comply with the Contract Documents. Rejected workmanship shall be corrected to the satisfaction of the District and/or Architect, and rejected materials shall be removed from the premises and replaced, all without added cost to the District and/or an increase in the Contract Time.

If the Contractor does not correct such rejected work and/or materials within a reasonable time, fixed by the District Representative or the Architect in a written notice to the Contractor, the District may correct the same and charge the expense to the Contractor, and deduct such expense from the next progress payment otherwise payable to the Contractor.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials, or work not done in accordance with the Contract Documents, the Contractor agrees that an equitable deduction from the Contract Sum shall be made therefor, and deducted from the next progress payment otherwise payable to the Contractor.

Section 17.02. Correction of Work.
The Contractor shall promptly correct all work rejected by the District Representative, Project Inspector, or the Architect as defective or as failing to conform to the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work including compensation for the Architect's, Project Inspector's, and the District Representative's additional services.

If within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the District, promptly after receipt of a written notice from the District unless the District has previously given the Contractor a written acceptance of such condition. The District shall issue a correction notice promptly after discovering the condition. The Contractor shall notify the District upon completion of repairs. This obligation shall survive termination of the Contract with respect to work in place prior to termination.

The Contractor shall bear the cost of making good work destroyed or damaged by such correction or removal.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Contractor might have under the Contract Documents or by operation of law. The establishment of the time period of two (2) years after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which an action may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the work.

ARTICLE 18. DISTRICT'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the District for Convenience.
The District may at any time and for any reason, terminate, in whole or in part, Contractor's Work at the District's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work and the placing of orders for materials, facilities, and supplies in connection therewith, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the District, or, at the option of the District, the District shall have the right to assume those obligations directly, including all benefits to be derived therefrom. Contractor hereby assigns to the District all of its interest in said orders and/or contracts, and the assignment of said orders and/or contracts shall be effective upon notice of acceptance by the District in writing, and only as to those orders and/or contracts which the District designates in writing. Following receipt of notice of termination, Contractor shall thereafter do only such work as may be necessary to preserve and protect portions of its work already in progress and to protect materials and equipment on or in transit to the Project.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) Contractor's direct, actual cost of the Work allocable to the portion of the Work completed in conformity with the Contract, but in no event to exceed the amount of the Contract Sum allocable to the portion of the Work completed in conformity with the Contract; plus (2) previously unpaid costs of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work, but in no event to exceed the portion of the Contract Sum allocable to said items; plus (3) an allowance of ten percent (10%) of the foregoing costs for Contractor's overhead and profit; plus (4) any proven losses with respect to materials and equipment directly resulting from the termination; plus (5) reasonable demobilization costs. Contractor is required to incorporate these terms into its subcontracts, so no costs of terminating subcontracts other than as specified herein will be permitted. The costs referred to in this Section shall be calculated and documented as required for a change order under Article 15 of the General Conditions, except that mark-up for overhead and profit shall be only as allowed by this Section. There shall be deducted from such sums the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the District for any additional compensation or damages in the event of such termination and payment beyond that provided for in this Section.

In connection with any termination for convenience, Contractor shall allow the District, District Representative or any authorized representative(s) to inspect, audit, or reproduce any records to the extent necessary for the District or District Representative to evaluate and verify the costs incurred by Contractor in performing the Work, including direct and indirect costs such as overhead allocations. Contractor will make this material available upon 48-hours' written notice from the District or District Representative. The District and District Representative may inspect and copy, from time to time and at reasonable times and places, any and all information, materials, and data of every kind and character (hard copy as well as electronic data), including without limitation, books, papers, documents, subscriptions, recordings, estimates, price quotations, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, and any and all other information or documentation that may, in the judgment of the District or District Representative, have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract Documents. Such records shall include but not be limited to, the following: accounting records, payroll records, job cost reports, job cost history, margin analysis, written policies and procedures, subcontract files (contracts, correspondence, change order files, including documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other documents customarily maintained by contractors performing work on public works projects or that the District or District Representative otherwise deem necessary to substantiate charges related to a Termination.

If this Contract is terminated for default under Section 18.02 and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

Section 18.02. Termination by the District for Cause.
The District may terminate the Contract, pursuant to the provisions of this Article, for the following causes:

A. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.

B. The Contractor or any of its Subcontractors materially violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the current Contract Schedule.

C. The Contractor or any of its Subcontractors should fail to make prompt payment to Subcontractors or material suppliers for material or for labor as required by statute.

D. The Contractor or a Subcontractor persistently disregards laws, ordinances, or the instructions of the District Representative, Architect, or the District.

E. The Contractor fails to abide by a stop work notice issued pursuant to Article 9 or fails to correct rejected work or materials as required by Article 17.

F. The Contractor fails to provide and keep in full force and effect all insurance required by Article 3, or fails to cause all Subcontractors to so comply.

G. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials to timely complete the Work.

H. The Contractor commits any violation of the terms and conditions of the Contract Documents which the District, in its sole discretion, finds to be a material breach of the Contract.

Section 18.03. Procedure for Termination for Cause.
The District may, without prejudice to any other right or remedy, give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract.

Unless the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof within seven (7) days of the delivery of such notice, or such longer period specified in the notice, which arrangements are set forth in a written agreement signed by the Contractor and the District Representative, the Contractor's right to complete the Work shall cease and terminate.

In the event of any such termination, the District shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the rights and obligations set forth in the performance bond. If the District is forced to take over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its sureties shall be liable to the District for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the District may, without liability, take possession of, and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. Contractor hereby assigns to the District all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the District in writing, and only as to those orders and/or contracts which the District designates in writing. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished and shall be liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion, as well as for all losses incurred by the District in completing the Work.

Section 18.04. Not Used.

Section 18.05. Not Used.

Section 18.06. Survival of Obligations.
No termination of this Contract or of Contractor's Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract Documents, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor's responsibilities under the Contract Documents with respect to the Work performed prior to the date of termination shall survive any termination.

Section 18.07. Termination After Contract Time.
In addition to any rights it may have, the District may terminate this Contract at any time after the Contract Time, as adjusted by any extensions of time that the District may have granted.

Upon such termination, in addition to the Contractor's obligations under Section 18.06 and the other provisions of the Contract Documents, the Contractor shall not be entitled to receive any compensation for services rendered before or after such termination until the Work is completed, and the Contractor shall be liable to the District for liquidated damages for all periods of time from the Contract Time, adjusted by any extensions of time that the District may have granted, until the Date of Completion, as well as for all losses incurred by the District in completing the Work.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.
The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly manner. The Contractor shall remove all dirt, debris, waste, rubbish, and implements of service from the Project, the adjacent sidewalks and streets, and the working area daily or as directed by the District Representative. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate on the Site or in the working area.

The Contractor, at its sole cost, shall contract with a disposal company to remove all rubbish, and shall have the refuse containers emptied at frequent enough intervals so that waste does not overflow the containers.

If the Contractor fails to clean up during progress or upon completion of the Work, the District may, at the Contractor's expense, do so as provided in Article 16.

Section 19.02. Final Cleaning of Project.
At completion of the Work and prior to final acceptance/inspection and occupancy by the District, the Contractor shall thoroughly clean the interior and exterior of the buildings, and the Site and adjacent areas, of all material related to its performance of the Work. In the event the Contractor fails to do so, the District may cause this work to be done at the Contractor's expense, as provided in Article 16. The following list is not inclusive but to act as a guideline:

A. Removal of all spots, stains, paint spots, rubbish, debris, tools, equipment, trade markings and labels, and accumulated dust and dirt from all areas and broom clean. Steam clean all carpets and mop floors.

B. Cleaning interior and exterior of the buildings including all windows in any area affected by the Work.

C. Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, chalk board trays and any adjoining rooms or areas that were affected by the Work.

D. The Contractor shall clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and shall repair any Site areas damaged during the course of construction.

Prior to final completion or District occupancy, the Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work is clean. In the event the Contractor fails to do so, the District may cause this work to be done at the Contractor's expense.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Notice of Punch List Inspection.
When the Contractor believes that the entire work, or a specific phase of its Work, is substantially complete, *i.e.,* fit for its intended use, the Contractor shall certify in writing to District that the Work is substantially complete and request that District grant substantial completion. Within five (5) working days of the receipt of such request, the District Representative, the Project Inspector, and the Architect shall make a punch list inspection or inform the Contractor that the work is not ready for punch list inspection; upon completion of the deficient work, the Contractor shall again request a punch list inspection. The Contractor shall be present at the punch list inspection. The purpose of the punch list inspection is to determine whether the Work has been substantially completed in accordance with the Contract Documents, including all Change Orders, interpretations, and instructions previously issued.

If the Contractor requests a punch list inspection when the Work is not ready for the inspection, the Contractor shall pay all costs associated with the inspection.

If Contractor fails to attend any punch list inspection, the Contractor shall be charged for the cost of the District Representative, Architect, the Project Inspector, and other design professionals and District consultants who attended the punch list inspection.

Completion of any phase of the Work does not result in final completion, or in any way alter the payment provisions after final completion.

Section 20.02. Punch List.
The District Representative, the Project Inspector, and the Architect shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance by preparing a written “punch list” of work required to be completed or corrected prior to final completion.

When the Contractor believes it has remedied all items shown on the punch list, it shall notify the District Representative that it is ready for inspection for final acceptance by the District Representative, the Project Inspector, and the Architect. In the event that the Work still does not comply with the Contract Documents, the District reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents, but accepted by the District, without the issuance of further punch lists. If the District issues a further punch list, the Contractor shall be responsible for all costs of subsequent punch list inspections required prior to acceptance.

No one is authorized to amend the Contract Documents by use of the punch list; it is provided solely for the benefit of the Contractor to enable it to determine what items must be corrected before final acceptance will be recommended by the District Representative, the Project Inspector, and the Architect. The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

If punch list work needs to be performed after the District has taken occupancy of a phase or the entire Work, then the Work shall be conducted outside of normal school hours at the direction of the District Representative.

Section 20.03. Use of Work Prior to Acceptance.
Whenever, in the opinion of the District, the Work, or any part thereof, is in a condition suitable for use, and the best interests of the District require such use, the District may take possession of and use that portion of the Work. District shall provide Contractor not less than ten (10) days’ notice of such possession or use, and shall make reasonable efforts to conduct a punch list inspection of the Work to be occupied prior to occupancy.

The District’s occupancy shall not constitute acceptance by the District of the Work or any part thereof. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract Documents, nor act as a waiver by the District of any of the terms or conditions of the Contract Documents. Any damage done by the District is the responsibility of the District. Contractor acknowledges and agrees that any occupancy and/or use of all or any portion

of the work of improvement does not constitute acceptance or completion within the meaning of California Civil Code section 9200.

Section 20.04. Repairs or Renewal in the Work.
Prior to the Date of Completion, the Contractor shall make all repairs or renewals in the portion of the Work occupied pursuant to Section 20.03 made necessary due to defective material or workmanship, or the operations of the Contractor, ordinary wear and tear excepted.

Section 20.05. Not Used.

Section 20.06. Coordination with Other Activities.
The Contractor shall conduct its operations so as not to interfere unreasonably with the District's use of the occupied portions of the Site. The Contractor shall submit periodic schedules to the District Representative proposing the times, areas, and types of work to be done within such areas.

If the Work produces conditions rendering the occupied portions of building, the Site, or other areas uninhabitable, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the District Representative may suspend the Work or direct the Contractor to modify the Contract Schedule, and the Contractor shall comply.

Except as provided by Change Order, the Contractor shall not be entitled to a time extension or increase in the Contract Sum by virtue of conflicts between the Contractor's work and the District's occupancy.

ARTICLE 21. CONTRACT CLOSEOUT

Section 21.01. Contractor's Request for Final Payment.
When the Contractor determines that all of the Work on the Project is complete and all items on the punch list have been satisfied, or contends that such items are not required by the Contract Documents, the Contractor shall submit a certificate of completion and an application for final payment on the form provided.

Section 21.02. Additional Submissions.
Simultaneously with the Contractor's certificate of completion and request for final payment, the Contractor shall submit the following items to the District Representative:

A. As-built drawing information pursuant to Section 5.08.

B. One (1) original set of documentation and one (1) PDF file(s) in electronic format on a separate flash drive completely covering the operation and maintenance of the mechanical and electrical installation, elevators, kitchen equipment, and all other equipment required by the technical specifications to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors, or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.

C. Hazardous material documentation as required.

D. Form DSA-6 Final Verified Reports.

E. DVBE Compliance Report in the form required by the District documenting and certifying the amount of Work performed by DVBEs.

F. All other required DSA, California Department of Education, State Allocation Board and Office of Public School Construction forms.

G. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the Contract Documents.

H. Other items as required in Section 00 73 00.

No payment will be processed unless accompanied by the above listed submissions in acceptable form, *except that,* if the **only** missing document is the DVBE Compliance Report, then the District will withhold no more than ten thousand dollars ($10,000) from the final payment due to the missing Report.

In accordance with Military & Veterans Code section 999.7, District will withhold ten thousand dollars ($10,000) from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until Contractor submits the required DVBE Compliance Report. If Contractor fails to provide the Report after being provided written notice of its failure to submit the Report, within the time required by the notice, then District shall permanently deduct ten thousand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000).

Section 21.03. Final Payment Process.
Upon approval of the submittals required by this Article and receipt of the Contractor's final payment application, and upon verification that all of the Work is complete, including all punch list items, the District Representative shall either (1) recommend to the District that the payment application be accepted, which recommendation shall be made within five (5) business days of receipt of the Contractor's complete final payment application, or (2) send a notice to the Contractor rejecting the payment application, stating the basis therefor, and submitting a written estimate of the sum due to the Contractor, which written estimate shall be provided to the Contractor within twenty (20) calendar days of the District Representative's receipt of the Contractor's final payment application. If the payment application is rejected

in part due to a missing DVBE Compliance Report, then the District Representative's response shall notify the Contractor that (a) the missing Report must be provided by a date certain, no less than 15 days and no more than 30 calendar days following the date of the notice and (b) failure to provide the Report will result in a $10,000 permanent deduction from the final payment. The District Representative's estimate shall take into account the Contract Sum, as adjusted by any Change Orders; amounts already paid; and sums to be retained for incomplete work, liquidated damages, and for any other cause under the Contract Documents. Any protest by the Contractor of the District Representative's estimate shall be as set forth in Section 21.04 and Article 23.

The Architect shall prepare a statement of final inspection, stating that the Work has been given a final inspection, that the Contractor has submitted the required documents (or which documents are missing), setting forth with detail any deviations in the Work as completed from the Contract Documents, and estimating the cost of correction of such deviations.

The Architect's statement shall be transmitted to the District along with the Contractor's application for final payment approved by the District Representative, Architect, and Project Inspector. The District Representative shall provide a copy of the Architect's statement of final inspection to the Contractor.

Section 21.04. Protest of the District Representative's Estimate; Claims.
If the Contractor contests the estimate of sums due prepared by the District Representative, the Contractor may file a claim in writing with the District Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate. The Contractor's claim shall be certified under penalty of perjury and in compliance with the California False Claims Act. Failure to include these required certifications will constitute grounds for immediate rejection of the claim.

Failure to file a timely claim shall constitute a waiver and acceptance by the Contractor of the District Representative's estimate, which shall then become final and be forwarded to the District for approval of payment.

Section 21.05. Completion; Acceptance of Contract; Notice of Completion.
The Contractor acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, Change Orders, Construction Change Directives, and punch lists, and the District's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise.

Acceptance of the Work shall be made only by formal acceptance by the District. Recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the Work shall then be fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects.

Section 21.06. Approval of Final Payment.
Following acceptance of the Work, the District shall authorize final payment to the Contractor of the undisputed sums found due, subject to retentions for stop notices as provided in Section 21.07 below. This final payment shall be made within sixty (60) days after completion, as defined in Section 21.05 above.

Section 21.07. Withholding for Stop Payment Notices.
The District will withhold from the Contractor any unpaid claims alleged in Stop Payment Notices filed pursuant to California Civil Code sections 9350 *et seq*. The District reserves all remedies it may have in the event of a Stop Payment Notice dispute. The basic standard to determine a sufficient withholding in the event of a Stop Payment Notice shall be one hundred fifty percent (150%) of the total of all Stop Payment Notices filed; provided, however, the District reserves the right to withhold different or greater sums in its discretion.

Section 21.08. Non-Waiver.
Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time, nor any possession taken by District shall operate as a waiver of any of the provisions of this Contract, nor shall a waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. In addition, recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of this Contract.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.
In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the District. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, Change Orders, Directives, CCDs, and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. Such guarantee shall be made on the form provided.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Such guarantee is in addition to, and not in lieu of, the District's rights to enforce this Contract in all respects.

ARTICLE 23. CLAIM REQUIREMENTS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.
The Contractor shall promptly provide a written Notice of Potential Claim to the District upon discovery of concealed or unknown conditions or discovery of facts regarding any disagreement, protest, direction, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes adjustment to the Contract Price or Contract Time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim. The Notice shall be submitted as soon as practical, but no more than five (5) working days after the discovery of any facts or event that does or may give rise to the claim, unless a different period for notice is specified in the Contract Documents. **Failure to timely submit the Notice of Potential Claim constitutes acknowledgement that the condition(s), fact(s), occurrence(s) or event(s) did not cause any increase in cost or time to perform and waives any Claim that the Contractor otherwise may have had the right to submit based on such condition(s), fact(s), occurrence(s) or event(s).**

Section 23.02. Definitions.

"Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the District.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Public works contract" or "public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

Section 23.03. Claims Procedure.
All Claims under this Contract shall be resolved using the following procedure.

23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Claim will be based on the District's records and the Claim documentation submitted by the Contractor, which shall include but not be limited to the following: an explanation of the background; a chronology (including dates of all key events and date(s) that the Notice of Potential Claim was given); an explanation of the Contractor's position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of damages or additional amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, conference or meeting notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Claims must be filed on or before the date of final payment, <u>except that</u> the Claim must be submitted no later than thirty (30) days from the date of the District Representative's estimate of sums due. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

23.03.03 Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the Contractor. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.

23.03.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 23.03.03 above, the District shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

23.03.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. The District shall not fail to

pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

23.03.06 If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

23.03.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

23.03.09 If mediation is unsuccessful, then the Contractor 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 with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.

23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

23.03.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) 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

(Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and 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.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.04. Claim Certification.
Contractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code sections 12650 *et seq*.). Submission by Contractor of any claim (as the term "claim" is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a Subcontractor or material supplier, shall constitute a representation by Contractor to the District that submission of the claim does not in any respect, violate the False Claims Act. Any party with an interest in the claim, including Contractor and any Subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim.

The claim certification required by this section shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq*. I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: _____

Company_____

Signature _____

Title_____

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Contract, the Contractor agrees it will neither rescind the Contract, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. Conflict of Interest.
No official of the District who is authorized on behalf of the District to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the District who is authorized on behalf of the District to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

Section 24.02. No Agreements.
No oral agreement or conversation with any officer, agent, or employee of the District, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such oral agreement or conversation entitle the Contractor to any additional payment or time to perform whatsoever under the terms of the Contract.

Section 24.03. Anti-Trust Assignment.
By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the District all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 24.04. Contractor Not Agent, Nor Employee.
Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the District for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the District.

Section 24.05. Access to Records.
The District or the District's authorized representative shall have access, upon reasonable notice, during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information, and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the Work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order prospective or executed, or any claim for which additional compensation has been requested.

Such books, documents and other records mentioned above shall include, but are not limited to all those reasonably necessary in the opinion of the District to determine the accurate amount of direct and indirect costs, job site, area and home office overhead, delay and impact costs, however characterized, and shall include the original bid and all documents related to the bid and its preparation, as well as the as-planned Contract Schedule and all related documents.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, photocopies and/or electronic copies at the District's cost.

END OF SECTION

Section 00 73 00 - SPECIAL PROVISIONS

ARTICLE 1: Construction Documents

The Drawings and Specifications as included below or attached separately within the bid package "**EXHIBIT B – Increment 1 Index of Drawings / Scope of Work Exhibits".** These documents (Drawings and Specifications) are included for **Increment 1 Bidding and Construction Purposes, unless noted otherwise. Increment 2 drawings for the Bleacher replacement and EV Chargers will be submitted in Mid June and** DSA approval of these documents is anticipated for early August 2026. Any changes will be reconciled accordingly with the awarded construction entity.

ARTICLE 2: Scope of Work

The Scope of Work includes, but is not limited to, the complete demolition and replacement of the existing gymnasium floor system, bleacher system, basketball hoops, wall padding, and court striping. The project also includes the installation of two (2) electric vehicle (EV) charging units, each equipped with dual chargers, for a total of four (4) charging ports, along with all related and associated work necessary for a complete and functional installation.

Included:

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

Also included but not limited to as applicable and/or directed:

1. All demolition and removal and/or replacement of Work associated with this Bid Package.
2. Perform an electronic underground existing utility survey by a qualified underground utility locator service company in all areas where trenching operations will be performed. An as-built record drawing (one hard copy and one copy on electronic media prepared in AutoCAD is required to be submitted at the conclusion of the underground scope of Work.
3. Weather protection during the course of construction (See Section 00 72 00, General Conditions).
4. Temporary barricades, signs, pedestrian protection, temporary facilities and traffic control Work.
5. All access panels including backing and blocking, associated with this Bid Package.
6. Daily and final clean-up is required.
7. Patching, repairing, painting and/or replacement of all finished surfaces disturbed during construction.
8. Protection of new and existing roofing from damage.
9. Final testing of all systems installed prior to final acceptance.
10. Qualified/certified C-7 licensed technicians must perform the replacement and/or repair of existing low voltage systems disturbed during construction, and the District must be given the opportunity to test and accept the Work prior to covering up.
11. Provide temporary means of operation for existing storm, water, sewer, gas, mechanical, electrical, and low voltage systems during construction.
12. Painting of all new (N) and existing € exposed interior and exterior piping, ductwork and raceway systems (other than rooftop piping and raceway systems), and all roofing demolition, repair, replacement, roof patching, sheet metal flashing.
13. A full-time superintendent shall be provided for the project. See Section 00 72 00, General Conditions.
14. Any campus utility interruptions require a minimum of a 48-hour notice to the District Representative for coordination purposes.

Excluded:

1. Permits.
2. Fees.

Included Bid Alternates

The following Bid Alternates are included within the Scope of Work:

No Bid Alternates

ARTICLE 2: SCHEDULE

Section 2.01 Contract Time/Schedule Constraints

The Work shall be performed in two (2) increments as identified in the Notice to Proceed(s) ("NTP"): Increment No. 1: Gym Floor Replacement, All Work within shall be complete **within 73 calendar days from the commencement date stated in the "Notice to Proceed Inc 1".** Increment No. 2: Bleacher Replacement and EV Chargers. All work shall be complete within 60 calendar date commencement date stated in "Notice to Proceed Inc 2". If the notice to Proceed is issued on a different date, then the completion date stated in the Notice to Proceed shall control.

The Contractor is required to submit a Contract Schedule for the activities within its scope of Work according to the requirements specified in General Conditions Section 00 72 00, Article 13, Time of Work, which shall include the following requirements or milestones:

NTP Inc 1 date for Gym Floor Replacement:	***May 22 2026***
Substantial Completion for NTP Inc 1 Gym Floor Replacement:	**August 03 2026**
Anticipated NTP Inc 2 date for Bleacher & EV Chargers:	**August 07 2026**
Anticipated substantial completion for Inc 2 Bleacher & EV:	**October 06 2026**
Submittals complete:	35 days following NTP issuance
Substantial completion	***No later than*** 30 days prior to final completion
Punch list completion	***No later than*** **date of final completion**
Close-out documents submitted	***No later than*** **date of final completion**

The Contract Schedule shall include 24 days for weather delays. The Contractor shall not be entitled to an extension of time for weather delays unless the number of days of weather delay exceeds the number of days required in the Schedule for weather delays.

The District will occupy the Site during the entire period of construction for the conduct of normal operations. The Contractor shall cooperate with the District to minimize conflict, and to facilitate the District's operations.

Section 2.02 Liquidated Damages

In the event of failure on the part of the Contractor to substantially complete the Work, or any portion thereof identified by Milestones, or to complete the overall Project within the Contract Time, including any approved extensions thereof, the Contractor shall pay District liquidated damages for each calendar day of delay until completion of the milestone or the Project. The liquidated damages for substantial completion of each Milestone (if stated) and for the Project are separate, and may be accumulated if substantial completion of more than one Milestone is delayed concurrently.

The amount of liquidated damages is indicated below:

Substantial completion of the Project	**$2,000/calendar day**
Final completion of the Project	**$100/calendar day**

ARTICLE 3: ALLOWANCES

Section 3.01 Allowance Amounts.

The Contract Documents include the following allowances for the specified purposes:

Unforeseen Allowance $150,000.00
DSA Allowance $250,000.00

Section 3.02 Application of Allowances.
Allowances shall be used efficiently and expeditiously to minimize cost and delay to the Project. Prior to commencing any work that would result in the utilization of an Allowance, Contractor shall give the District written notice of its request to use such funds, and the specific Allowance to be used if more than one Allowance is included in the Contract. Contractor shall specify whether it proposes to perform the Allowance work for a lump sum or at force account. The District shall respond to Contractor's requested use of Allowance funds within five (5) business days of receipt of the request. The District's response shall either a) approve of the use of the Allowance, b) approve the use of the Allowance but propose a different amount, c) deny the use of the Allowance and specify the reason, or d) request further information to evaluate the requested use of the Allowance. If the Contractor commences the work without giving the District the required written notice, the Contractor shall, for all purposes, be deemed to have waived its rights to additional compensation for such work.

Section 3.03 Documenting Use of Allowances.
The Contractor's monthly pay application shall include Allowance amounts used and remaining. If the Allowance is approved by force account, the Contractor shall separately track all labor, materials, and equipment used for the Work to be covered by the Allowance and shall submit such documentation to the District Representative at the end of each working day for review and approval.

ARTICLE 4: ADDITIONAL INSURANCE

Section 4.01 Insurance Requirements.

The limits of Insurance required by Section 00 72 00 – General Conditions, Article 3, are modified as follows:

No Modifications

EXHIBIT A – School Year Calendar

EXHIBIT B – Index of Drawings / Scope of Work Exhibits

DSA SUBMITTED SET

(Documents attached Separately)

EXHIBIT C – Escrow Agreement

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between_____
_____ whose address is_____
_____ hereinafter called ”Owner,”
_____ whose address is_____
_____ hereinafter called “Contractor” and
_____ whose address is_____
_____ hereinafter called “Escrow Agent.”

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____in the amount of _____ dated _____(hereinafter referred to as the “Contract”). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) **Option 1:** The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) **Option 2:** When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. The Owner’s expense are $100 administrative fee charged per draw (for Option 2 only; see paragraph (11).

(5) The interest earned on the securities or the money market account held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days’ written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

(11) OPTIONS FOR ESCROW PAYMENTS:
Option No. 1:_____ Total Amount of Retention
Option No. 2:_____ Owner to make payment based on amount of retention

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

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

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

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

EXHIBIT D – DSA 103-1
Structural Test and Inspection Requirements

To be added via Addendum

EXHIBIT E – Hazardous Materials Manual

FULL HAZADAROUS MATERIALS REPORT WILL BE ADDED VIA ADDENDUM

There are areas and materials that have been tested to be asbestos containing or lead containing within the construction area. See below and attachments for results:

Umoja International Academy: Has a known mercury containing pad beneath the existing gym floor system. Contractor will be required to abate and demolish whole system in accordance with all applicable codes.

Report for:

Jose Hernandez, Mr. Blake Howes
Entek Consulting Group
3435 American River Drive
Suite C
Sacramento, CA 95864

Regarding: Eurofins Built Environment Testing West, LLC
Project: 26-8135; Sacramento City USD - Umoja International Academy
EML ID: 4469434

Approved by:

Approved Signatory
James Schatz

Dates of Analysis:
Asbestos PLM: 03-31-2026

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA 600/R-93-116, EBET-PLM-SOP83921)
NVLAP Lab Code 600397-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing West, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

EXHIBIT F – Construction Forms Manual

Attached Separately (Book 2 of 2)

EXHIBIT G – Project Labor Agreement

Documents Attached Separately

Section 01 31 00 - PROJECT MANAGEMENT INTERNET COMMUNICATION REQUIREMENTS

NOT USED

Section 01 31 19 - PROJECT MEETINGS & PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. The District Representative will schedule and administer a preconstruction meeting, regular progress meetings, and specially called meetings throughout progress of the Work, and will:

1. Prepare agenda for meetings.
2. Make physical arrangements for meetings.
3. Preside at meetings.
4. Record the minutes; include significant proceedings and decisions.
5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made at meeting.

B. Representatives of Contractor, Subcontractors and suppliers attending meetings shall be experienced supervisory staff with written authorization to act on behalf of the entity each represents.

1.02 PRECONSTRUCTION MEETING

A. Timing: Prior to start of construction.

B. Attendance: Architect and consultants as appropriate, District Representative, Contractor, Project Inspector and Subcontractors when required by District to attend.

C. Purpose: Discuss and familiarize Contractors with construction administrative procedures to be used on the Project.

1.03 PROGRESS MEETINGS

A. Timing: Frequency, day and time to be determined by the District Representative, Architect and District.

B. Attendance: District Representative and each contractor on site; Architect, consultants, Project Inspector, and Subcontractors when required.

C. Purpose: The purpose of these meetings is to provide a formal and regular forum for the District, District Representative, Architect/Engineer and the Contractors to present questions, problems or issues that need to be addressed. It will also provide an opportunity to review the progress on previous issues and action items along with submittal and schedule review.

D. Each Contractor scheduled to commence Work within the following week will attend the current week's meeting to coordinate Work with other contractors already on site.

1.04 SPECIALLY CALLED MEETINGS

A. The District Representative may call a special meeting at any time during the course of the Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

END OF SECTION

Section 01 35 16 - ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Products and installation for patching and extending Work.

B. Transition and adjustments.

C. Repair of damaged surfaces, finishes, and cleaning.

D. Salvage materials.

1.02 RELATED SECTIONS

A. Section 01 73 29 - Cutting and Patching.

B. Section 02 41 00 - Minor Demolition for Remodeling.

1.03 ALTERATIONS, CUTTING AND PROTECTION

A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.

B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.

1. Cut finish surfaces such as concrete, masonry, drywall, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division, or where indicated.

C. Protect existing finishes, equipment, and adjacent work, which are scheduled to remain, from damage.

1. Protect existing and new' work from extremes of temperature.
   a. Maintain existing Interior work above 60 degrees F
   b. Provide heat and humidity control as needed to prevent damage to remaining existing work and to new work.

D. Provide temporary enclosures to separate work areas from existing building and from areas occupied by the District.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials. As specified in product Sections; match new materials to existing work.

1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.

2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.

B. Type and Quality of Existing Products: Determine by inspection and testing existing products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete, and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and restore at completion. The full extent of cutting and patching is not shown or specified. The Contractor shall perform all cutting and patching as required.

B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

C. Remove debris and abandoned items from area and from concealed spaces.

D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

3.03 INSTALLATION

A. Coordinate work of alterations and renovations to expedite completion and to accommodate District occupancy. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that Specified for new work.

B. Room Finishes. Complete in all respects consistent with the Contract Documents.

C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to specified condition.

D. Install Products as specified In Individual Sections.

3.04 TRANSITIONS

A. Where new Work abuts or aligns with existing, perform a smooth and even transition.

B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or bulkheads.

C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

3.05 ADJUSTMENTS

A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition.

B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to method of making transition.

C. Trim existing doors as necessary to clear new threshold Installation. Refinish trim as required.

D. Fit work at penetrations of surfaces as shown on drawings.

3.06 SALVAGED MATERIALS

A. Salvaged Materials from existing facilities, which are specified in the Special Provisions, identified in bid doc's or tagged in the field are to be salvaged and shall remain the property of the District. The Contractor shall include the removal, disassembly, preparation, marking, bundling, packaging, tagging, hauling, and stockpiling of salvaged materials or facilities to the location specified in the Special Provisions, or as directed by the District Representative. Materials include, but are not limited toparts, articles, and equipment of assembled facilities. Salvaging does not include the preparation of existing material that is to be reused in the work.

B. When only specific materials from the facility are designated to be salvaged, the remaining materials from that facility shall be removed and disposed of as provided for elsewhere in the Contract Documents. Materials to be salvaged shall not be removed until their use in the existing facility is no longer required, as determined by the District Representative.

C. When practicable, salvaged materials shall be hauled directly to the location specified in the Special Provisions and stockpiled; however, salvaged materials may be temporarily stored at a location selected by the Contractor and approved by the District Representative and later hauled to and stockpiled at their final location. Materials which are lost before stockpiling at their final location shall either be replaced by the Contractor, at the Contractor's expense, or, at the discretion of the District Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.

D. Materials designated to be salvaged that are damaged, as determined by the District Representative, shall be segregated from undamaged material. After review of the damaged materials by the District Representative, all damaged materials that are rejected by the Districts Representative shall become the property of the Contractor and shall be disposed of as provided elsewhere in the Contract Documents.

E. Materials to be salvaged that are damaged as a result of the Contractor's operations shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the District Representative. Materials that are damaged beyond repair as a result of the Contractor's operations shall be disposed of as provided elsewhere in the Contract Documents and replaced at the Contractor's expense; or, at the discretion of the District Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.

F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality and condition as the lost or damaged materials were prior to their removal. Replacement materials should also be of the same size, color, weight etc. of the original materials. Matching or exceeding quality and condition alone may not permit the reuse of material.

3.07 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections.

B. Repair substrate prior to patching finish.

3.08 FINISHES

A. Finish surfaces as specified in Individual Product Sections.

B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest Intersections.

C. Unless otherwise specified or shown, subsurfaces shall be prepared as recommended by finish material manufacturers for project conditions for the proper application of new finishes.

3.09 CLEANING

A. Clean adjacent Owner-occupied areas of work soiled by work of this contract (See General Conditions Section 00 72 00, Article 19).

END OF SECTION

Section 01 41 00 - ADDITIONAL REQUIREMENTS FOR DSA-REVIEWED PROJECTS

NOT USED

Section 01 45 00 - QUALITY CONTROL

PART 1- GENERAL

1.01 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Field samples.

D. Mock-up.

E. Inspection and testing laboratory services.

F. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

A. Section 00 72 00-General Conditions, Article 11- Submittals

B. Technical Specifications

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' instructions, including each step-in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

G. Contractor’s Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractors absence, Contractors appointed representative shall be responsible for all directions given him/her and said directions shall be binding as if given to the Contractor. Contractor’s representative shall be responsible to coordinate all work to be performed.

H. Shop and fieldwork shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with the drawings, approved shop drawings and these specifications.

I. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. The Architect, Engineer, District and its representatives reserves the right to reject any materials and workmanship which are not considered to be up to the highest standards of the various trades involved. Such Inferior material or workmanship shall be replaced by the Contractor at no additional cost to the District and without an extension of the Contract Time.

J. All work shall be installed by a knowledgeable contractor and defined "certified to install" by the specified materials manufacturers. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials.

K. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of guarantee shall be provided by the Contractor without additional cost to the District.

1.04 REFERENCES

A. Conform to reference standards by date of issue current on date of the Contract Documents.

B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

D. The Contractor shall be responsible for being current and knowledgeable of all building codes involved for all trades under his direction.

E. Provide all work and materials in full accordance with the California Building Standards Administrative Code, the California Building Code (CBC), California Electrical Code (CEC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Energy Code, California Fire Code (CFC), California Referenced Standards, State Fire Marshal Regulations, Cal/OSHA, and any other applicable laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes

F. Furnish without extra charge any additional material and labor required to comply with these Rules and Regulations.

1.05 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications Sections for review.

B. Acceptable samples represent a quality level for the Work.

C. Where field sample is specified in Individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.06 MOCK-UP

A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.

B. Where mock-up is specified in Individual Sections to be removed, clear area after mock-up has been accepted by Architect.

1.07 INSPECTION AND TESTING LABORATORY SERVICES

A. The District will appoint, employ, and pay for services of an independent firm approved by the Structural Engineer, Architect and Division of the State Architect (DSA) to perform special inspection and testing.

B. The Independent firm will perform special inspections, tests, and other services specified in Individual specification Sections and as required by the Architect.

C. Reports will be submitted by the independent firm to the Architect, Owner and DSA, indicating observations and results of tests and indicating compliance or noncompliance with Contract Documents.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
   1. Notify Architect and independent firm 24 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for Contractors use.

E. The special inspector shall perform inspection of all work to determine conformance with these Standards.
   1. Request for inspection must be made to the office of the special inspector a minimum of 24 hours in advance of the time the inspection is desired.
   2. Underground work shall not be backfilled or covered until an inspection by the special inspector or his representative has been completed and the work approved. Any work that is covered without inspection shall be uncovered at the Contractors expense so an inspection can be made.
   3. The Engineer shall have access to the work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.
   4. Inspection of the work shall not relieve the Contractor of any of its obligations to satisfactorily perform the work.

F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for re-testing will be charged to the Contractor by deducting inspection or testing charges from the Contract Price.

G. An Inspector of record shall be employed by The District and approved by Architect, Structural Engineer, and DSA.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. Submit qualifications of observer to Architect 30 days in advance of required observations.

B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.

C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Submit report in duplicate within 30 days of observation to Architect for review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

Section 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

ARTICLE 1. GENERAL

SECTION 1.01 WORK INCLUDED

Temporary Facilities and controls required for this Work include, but are not necessarily limited to:

1. Temporary water, power, light, and heat.
2. Field office and associated telephone and utilities.
3. Temporary weather protection.
4. Parking and storage areas.
5. Site fencing and security.
6. Sanitary facilities.
7. Dewatering.
8. Storm Water Run-Off Plan Compliance
9. Final and course of construction cleanup and removal of debris.
10. Erosion Control.
11. Emergency power and water shut-off.

SECTION 1.02 TEMPORARY UTILITIES

General: Charges for the use of utility services other than those associated with individual field offices or planned electrical service interruptions will be paid for by the District. Each Contractor shall provide temporary heating, or ventilating, or cooling when permanent services are interrupted due to performance of their Work. Each Contractor shall provide temporary means of operation for existing storm, water, sewer, gas, mechanical, electrical, and low voltage systems during construction. Any planned interruption of permanent services, facilities, or operations must be coordinated and approved in advance with the District Representative.

Temporary Power:
Each Contractor shall construct all temporary power facilities required to complete Bid Package scope of Work and maintain in accordance with Division of Industrial Safety "Electrical Safety Orders" (ESO), Public Utilities Commission "Rules of Overhead Line Construction" (G.O. 95), and CAL-OSHA. Materials, devices and equipment used for these facilities shall be in good and safe condition but need not be new. Contractor is responsible for the removal of the temporary power. Existing school electric outlets may be utilized, if permitted by the District and authorized by the District Representative. Any additional power required shall be provided and paid for by the contractor.

Temporary Lighting:
Each Contractor shall provide, maintain, and remove temporary lighting necessary to complete the Bid Package Scope of Work.

Temporary Heat:
Each Contractor shall provide, maintain, and remove temporary heat necessary to complete Bid Package Scope of Work.

Temporary Water:
Each Contractor shall provide sufficient hose to carry water to every required part of construction and allow use of water facilities to Subcontractors engaged in Work. Contractor is also responsible for the removal of the temporary water. Existing school water outlets may be utilized. Any additional water required shall be provided by the Contractor.

Temporary Telephone:
Each Contractor shall provide their own telephone system. Use of District telephones will not be allowed.

Temporary Fire Protection:
Each Contractor shall provide and maintain fire extinguishers and first aid kits in accordance with OSHA requirements to be used in the event of an emergency.

Temporary Weather Protection:
Each Contractor shall provide and maintain protection measures and Best Management Practices to ensure that damage(s) will not occur to District property during course of construction and protect the District from State Water Resources Control Board actions.

Temporary Dewatering:
Each Contractor shall provide and maintain a dewatering system as required to perform its/their Work. This temporary dewatering system may, and should, be reviewed by the Architect and/or the District Representative.

SECTION 1.03 FIELD OFFICE/STORAGE CONTAINERS

If desired, the Contractor may provide a temporary field office(s) or storage container(s). Locate field office(s)/storage container(s) as directed by the District Representative. Upon completion of Work, Contractor shall remove any and all temporary field office(s) and storage container(s).

SECTION 1.04 PARKING OF VEHICLES

Each Contractor shall assume **all** responsibility for job site vehicle parking of his and his Subcontractor's vehicles. Locations of parking shall be as directed by the District Representative. School sites may not accommodate on-site parking of construction personnel vehicles. Contractor shall assure compliance with all applicable requirements for on-street vehicle parking.

SECTION 1.05 STORAGE AND LAYDOWN AREAS

The District Representative will coordinate use of available laydown areas among various contractors. Only areas designated by the District Representative can be used by Contractors. Each contractor is responsible for providing his own fenced storage facilities (trailers or cargo containers.)

SECTION 1.06 TEMPORARY SITE FENCING AND SECURITY

Each Contractor shall provide and maintain temporary fencing surrounding the buildings and/or rooms under construction, and staging areas. Set-up/relocation of temporary fencing shall be included for each phase of work as shown on the Preliminary Construction Schedule. Contractor is responsible for the security of all equipment, material, and completed construction items. Contractor is also responsible for securing any breeches to existing security system/building caused by his Work. Temporary measures may include watchman, temporary doors, temporary alarm, etc.

SECTION 1.07 SANITARY FACILITIES

Each Contractor shall provide sanitary toilet facilities for use of all Workers employed on Project, in accordance with State and Local health departments. Use of District toilet facilities will not be allowed.

SECTION 1.08 CLEAN UP AND REMOVAL OF DEBRIS

Each Contractor shall assume all responsibility for cleanup and removal of debris created by his Scope of Work on a daily basis. No community dumpsters will be provided. In the event unidentifiable job site clutter or debris becomes a problem, at the District Representative's request, each contractor shall provide sufficient labor to be directed by the District Representative's personnel in a group cleanup effort. If a Contractor’s clean-up is found to be deficient, the District may backcharge the Contractor for clean-up and/or withhold progress payments as

determined appropriate by the District in accordance with Section 12.06, Para E, General Conditions Section 00 72 00.

SECTION 1.09 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

Contractor shall provide, maintain and remove upon completion of Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective structures or devices necessary for safety of Workers and public property as required to complete the Bid Package Scope of Work.

Safety: The contractor is responsible for the complete safety of district personnel, students, and the general public at all times.

Walkways and barricades: If Contractor's portion of Work interferes with pedestrian traffic, provide pedestrian walkway protection conforming to City standards and CAL OSHA requirements.

Access: The contractor is responsible to maintain access to the buildings at all times. Temporary covered walkways and/or barricades may be required.

Protection: Each Contractor must protect all Workers and equipment from power lines by maintaining safe distances and by providing protective devices where and as required by Industrial Safety Commission and CAL-OSHA.

Temporary construction and equipment: All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of State and any other authorities having jurisdiction (including insurance companies), with regards to safety precautions, operations and fire hazards.

SECTION 1.10 EROSION CONTROL

If any soil will be disturbed as part of the scope or course of work, the Contractor must protect disturbed area from erosion and protect the storm drain system from contamination.

- For projects requiring a SWPPP based on State Water Resource Control Board (SWRCB) requirements a SWPPP will be provided by the District unless otherwise stated in the project documents. Projects available for an Erosivity Waiver will have such filed by the District unless otherwise stated in the project documents. All projects, whether under the control of a SWPPP or not shall maintain Best Management Practices to ensure the limiting of erosion and sedimentation. Under no circumstances shall sediment be allowed to leave the project site.
- The contractor shall retain a Qualified SWPPP Practitioner (QSP) to inspect the construction site to ensure compliance with the SWPPP and SWRCB requirements. The Contractor shall implement all measures required by the QSP.
- During the course of the Contract the Contractor shall file all necessary documentation with the SWRCB. At the completion of the contract the Contract the Contractor shall file a Notice of Termination with the SWRCB and provide documentation of such to the District.

SECTION 1.11 EMERGENCY POWER AND WATER SHUT-OFF

The Contractor is responsible to know where all water and power shut-off devices are located and to have the proper tools to operate shut-off valves. The Contractor shall post a site map in a location readily available to workers.

SECTION 1.12 STORM WATER RUN-OFF PLAN:
Not Applicable.

PART 2 - PRODUCTS
Not Used
PART 3 - EXECUTION
Not Used

END OF SECTION

Section 01 71 23 - FIELD ENGINEERING & SURVEY CONTROLS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Contractor to provide and pay for field engineering services required for the execution of Work, including, but not limited to:

1. Survey Work required in execution of the Bid Package Work scope.
2. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.

B. Provide field staking of site improvements included in Bid Package; identify existing survey reference points and property line corner stakes indicated on Drawings.

C. Locate and be aware of all existing on-site utility lines and improvements.

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Qualified California registered professional engineer or registered land surveyor, acceptable to Contractor and the District Representative.

B. Registered professional engineer of discipline required for specific service on Project, licensed in State of California.

1.03 SUBMITTALS:

A. Submit name, address, and license of surveyor and professional engineer to the District Representative.

1.04 PROJECT SURVEY REQUIREMENTS

A. Establish and maintain lines and levels as necessary to locate and layout entire scope of Work in Bid Package.

B. Preserve and protect all on-site underground utilities lines and existing on-site improvements in the area of construction.

END OF SECTION

Section 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Execute cutting, fitting or patching of Work, required to:
   1. Make parts fit properly.
   2. Uncover Work to provide for installation of ill-timed Work.
   3. Remove and replace Work not conforming to requirements of Contract Documents.
   4. Remove and replace defective Work.
   5. Remove samples of installed Work as specified for testing.
   6. Remove existing materials (demolition) required prior to installation of specified Work.
   7. Uncover Work to provide for Architect's observation of covered Work.

B. Do not endanger structural integrity of any Work by cutting or altering any part of it.

C. The Contractors with structural responsibility within their scope of Work shall solely execute structural cutting and patching required for this Project, according to DSA Approved Drawings.

D. Minor cutting and patching of finishes and/or trim will be performed by the Contractor where required for the execution of his Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the Architect prior to the start of Work.

E. The Contractor shall make the field measurements necessary for its Work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing its material properly, the District Representative and Architect shall be notified in writing within 24 hours. Cutting into the walls, ceilings and floors, if necessary, shall be carefully and neatly performed and then be repaired as specified in the Contract Documents. The Architect shall be consulted prior to the start of Work in all cases where cutting into a structural portion of the building is either desirable or necessary so that satisfactory reinforcement may be provided.

F. Patching of all exposed architectural finishes shall be performed under the supervision of the Inspector. Cutting and patching of existing architectural finishes shall be minimized to the extent possible through careful routing and placement of new Work. The Architect or Inspector shall have the authority to reject substandard or unacceptable patching.

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

1.02 RELATED SECTIONS

A. Section 00 72 00 - General Conditions.

B. Section 00 73 00 - Special Provisions.

C. Section 01 35 16 - Alteration Project Procedures.

D. Section 01 45 00 - Quality Control.

E. Section 01 50 00 - Construction Facilities and Temporary Controls.

1.03 SUBMITTALS

A. Prior to cutting which affects structural safety of Project, submit written notice to Architect requesting consent to proceed with cutting. See items “C” and “E”, Section 1.01.

B. Should conditions of Work or schedule require change of materials or methods, submit written recommendation to Architect, within 48 hours, including:
   1. Conditions requiring change.
   2. Recommendations for alternative materials or methods.
   3. Submittals as required for substitutions.
   4. Quotations of charges or credits.

C. Submit 48-hour advance written notice to Architect (with a copy to the District Representative) designating the time Work will be uncovered.

D. Submit all materials to be used in cutting and patching in accordance with Specification Section 00 72 00.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Primary Products: Materials for replacement of Work removed are to comply with Technical Specifications and are required to match original installation.

B. Product Substitution: For any proposed change in materials, submit request for substitution in accordance with Specification Section 00 72 00.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine existing conditions prior to commencing Work, including elements subject to movement or damage during cutting and patching.

B. After uncovering existing Work, examine conditions affecting installation of new products and performance of Work.

C. Beginning of cutting or patching operations means acceptance of existing conditions.

3.02 PREPARATION

A. Provide means of shoring, bracing and temporary supports as required to maintain structural integrity of the Work.

B. Provide devices, enclosures and methods to protect adjacent surfaces and areas of the property from damage, dust or disruption.

C. Provide protection from the elements for areas, which may be exposed during cutting or patching.

D. Maintain excavations free of water.

3.03 CUTTING

A. Execute cutting, fitting and adjustment of products to permit finished installation to comply with specified tolerances and finishes.

B. Perform cutting and demolition by methods, which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.

C. Uncover Work to install improperly sequenced Work.

D. Remove and replace defective, rejected or non-conforming Work.

E. Remove samples of installed Work for testing when requested.

F. Provide openings in the Work for penetration of Mechanical and Electrical Work.

G. Employ only experienced installers to perform cutting for weather exposed, moisture resistant and sight-exposed surfaces.

H. Cut concrete, tile plaster and other rigid materials using masonry/concrete saws and core drills. Pneumatic tools are not allowed without prior approval.

3.04 PATCHING

A. Execute patching to match adjacent Work.

B. Fit products together to integrate seamlessly with adjacent Work.

C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate surfaces to receive finishing Work.

D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-exposed surfaces.

E. Restore Work with new products in accordance with requirements of the Contract Documents.

F. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with approved fire rated material in accordance with the manufacturers installation instructions and applicable Codes.

G. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and leave in finished condition.

H. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and color. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit or area.

END OF SECTION