SOUTHERN KERN UNIFIED SCHOOL DISTRICT

2601 Rosamond Blvd, Rosamond, CA 93560

PROJECT MANUAL

SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

JOB REFERENCE NO. SKUSD-RHS-DRWR

MAY 2026

Document 00001 - Project Title Sheet

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

2601 Rosamond Blvd, Rosamond, CA 93560

JOB REFERENCE NO. SKUSD-RHS-DRWR

PROJECT MANUAL

Bidding Requirements, Contract Forms, Conditions of Contract, General Requirements

MAY 2026

Project Title Sheet

00001-1

PROJECT DIRECTORY

Entity	Contact Details
Owner	SOUTHERN KERN UNIFIED SCHOOL DISTRICT 2601 Rosamond Blvd, Rosamond, CA 93560 661-256-5000
Architect	Flewelling & Moody 1035 W Lancaster Blvd, Lancaster, CA 93534
Construction Management	HPLE, INC. 117 E Colorado Blvd, Pasadena, CA 91105

PROJECT CRITICAL TIMELINES

Description	Place	
Advertised Bid Requests	AV Press: May 23, 2026 & May 30, 2026, Rosamond News: May 25, 2026 & June 1, 2026	
Mandatory Pre-Bid Meeting / Job Walk	Wednesday, June 3, 2026 at 11:00 AM	ROSAMOND HIGH EARLY COLLEGE CAMPUS 2925 W Rosamond Blvd, Rosamond, CA 93560
Bid Deadline	Thursday, June 25, 2026 at 02:00 PM	SOUTHERN KERN UNIFIED SCHOOL DISTRICT 2601 Rosamond Blvd, Rosamond, CA 93560

Description	Date	Project Duration
Estimated Project Start Date	July 13, 2026	**220 Calendar Days**

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SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

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01-NOTICE TO CONTRACTORS CALLING FOR BIDS

1. **OWNER:** SOUTHERN KERN UNIFIED SCHOOL DISTRICT
2. **PROJECT IDENTIFICATION NAME:** SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION
3. **PROJECT LOCATION:** ROSAMOND HIGH EARLY COLLEGE CAMPUS - 2925 W Rosamond Blvd, Rosamond, CA 93560
4. **PROJECT DESCRIPTION:** Demo existing boys and girls locker rooms. Replace girls locker room with a new dance room, changing room, accessible restroom, and storage room. Replace boy's locker room with a new weight room and accessible restroom. New HVAC units for dance and weight rooms. This project is anticipated to start on **Monday,** July 13, 2026 with a 220 Calendar Days duration.
5. **BID DEADLINE:** Bids are due on Thursday, June 25, 2026 at 02:00 PM or at any other date or time as set by Addendum.
6. **PLACE OF BID RECEIPT:** SOUTHERN KERN UNIFIED SCHOOL DISTRICT, 2601 Rosamond Blvd, Rosamond, CA 93560
7. **METHOD OF BID RECEIPT:** Personal delivery, courier, or mailed via United States Postal Service to above address.
8. **PLACE PLANS ARE ON FILE:** All Contract documents will be uploaded on the district webpage https://www.skusd.k12.ca.us/departments/business-office/rhecc-dance-room-and-weight-room-modernization.
9. **SEALED BID MARKING: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION**
10. **ALTERNATES:** If alternate bids are called for, the contract will be awarded to the lowest responsive and responsible bidder on the basis indicated below:

    ☒ The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

    ☐ The lowest bid shall be the lowest total of the combined bid prices on the base contract and alternates (specify).

    ☐ The lowest bid shall be the lowest total of the bid prices on the base contract and alternates, taken in order, up to a maximum amount to be publicly disclosed before the first bid is opened.

    ☐ The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

    ☐ Not applicable to this project, as no alternates are requested.
11. **MANDATORY PRE-BID MEETING / JOB WALK**

    Date: **Wednesday, June 3, 2026** Time: **11:00 A.M.**

    Location: ROSAMOND HIGH EARLY COLLEGE CAMPUS,
    2925 W Rosamond Blvd, Rosamond, CA 93560

    If a job walk / pre-bid meeting is required on this project, attendance at the entire PRE-BID MEETING is mandatory and failure to attend the entire PRE-BID MEETING will result in your bid being rejected

as non-responsive.

12. PRE-BID RFI DEADLINE

Date: **Friday, June 12, 2026 at 05:00 PM**

Note: All pre-bid RFI by prospective bidders must be submitted to Jaime Ortiz (jortiz@hple.co), Rodrigo Mejia (rmejia@hple.co) & Joselito Lacson (jlacson@flewelling-moody.com) by above stated deadline. All RFI's will be answered via Addendum.

13. BIDDERS SITE INSPECTIONS:

All bidders and final successful awarded Contractor shall be fully responsible for understanding the complete scope of work including all existing conditions whether discussed at Mandatory Job-Walk/ Pre-Bid Meeting or not. Bidders that satisfactorily attend the mandatory Job-Walk/Pre-Bid Meeting are strongly encouraged to schedule and self-inspect all affected schools and spaces as may be needed such to insure they are fully aware of the conditions that may impact the construction/implementation of the Project Scope. Access for inspections shall be provided through coordination with the Construction Management Firm within a maximum of 48 hours advance notice from bidders request. Access Times may be limited dependent upon Program use. No discussion or comments of the project shall be entertained at these inspections, bidders must formally RFI any questions as a result of said inspections. Period of allowable independent inspections shall be defined subsequent to Job-Walk/Pre-Bid Meeting.

14. This is a prevailing wage project. OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this contract. These rates are on file at OWNER's office, and a copy may be obtained upon request, or at www.dir.ca.gov. Contractor shall post a copy of these rates at the job site. **ALL PROJECTS OVER $1,000 ARE SUBJECT TO PREVAILING WAGE MONITORING AND ENFORCEMENT BY THE LABOR COMMISSIONER.** It shall be mandatory upon the contractor to whom the contract is awarded (CONTRACTOR), and upon any SUBCONTRACTOR, to pay not less than the specified rates to all workers employed by them in the execution of the contract.

15. A Payment Bond for contracts over $25,000 and a Performance Bond for all contracts will be required prior to commencement of work. These bonds shall be in the amounts and form called for in the Contract Documents.

16. Pursuant to the provisions of Public Contract Code Section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure CONTRACTOR's performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either OWNER or a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR.

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

be in the form indicated in the Contract Documents.

17. To bid on or perform the work stated in this Notice, CONTRACTOR must possess a valid and active contractor's license of following classification(s) **B**. No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of§ 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR DIR's web registration portal is: www.dir.ca.gov/Public- Works/Contractors.html.

18. CONTRACTOR and all subcontractors must furnish electronic certified payroll records (eCPR) to the Labor Commissioner as upon request or as required (weekly, bi-weekly or monthly) in PDF format. Registration at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html is required to use the eCPR system. The following notice is given as required by Labor Code Section 1771.5(b)(1): CONTRACTOR and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, as more fully discussed in the Contract Documents. These sections contain specific requirements concerning, for example, determination and payment of prevailing wages, retention, inspection, and auditing payroll records, use of apprentices, payment of overtime compensation, securing workers' compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes CONTRACTOR's representation that CONTRACTOR has thoroughly reviewed these requirements.

19. Retention [check only one]

☒ OWNER will retain 5% of the amount of any progress payments.

☐ OWNER will retain 10% of the amount of any progress payments because the project has been found to be substantially complex on the basis of.

20. This Project ☒requires ☐does not require prequalification pursuant to AB 2031 of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, a Prequalification package may be obtained by downloading the necessary forms from **https.//pqbids.com .** A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 2031 but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date

21. Published dates

AV Press: May 23, 2026 & May 30, 2026

Rosamond News: May 25, 2026 & June 1, 2026

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

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT / BID NO: SKUSD-RHS-DRWR

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

1. Preparation of Bid Form

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

2. Form and Delivery of Bids

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

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

3. Bid Security

Each bid shall be accompanied by a bid security in cash, a certified or cashier's check, or bid bond in an amount not less than 10-percent of the total bid price payable to the Owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Construction Agreement within 10-working days after award of the contract and will furnish on the prescribed forms a satisfactory Payment (labor and material) Bond and separate Performance Bond, in accordance with the Contract Documents and Civil Code Section 9550 et seq., and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Construction Agreement, and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the Owner elects to waive the use of the form provided, in its sole discretion.

4. Signature

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

5. Modifications

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

6. Erasures, Inconsistent or Illegible Bids

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

7. Examination of Site and Contract Documents

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

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

8. Withdrawal of Bids

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

9. Agreement and Bonds

The Construction Agreement and the form of the Payment and Performance Bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. The Payment Bond shall be in an amount not less than 100 percent of the amount of the contract in accordance with Civil Code Section 9558. The successful bidder as Contractor will also be required to furnish a separate Performance Bond in the amount of 100 percent of the contract amount. Sufficient bonds shall be fully executed and returned to Owner with the executed Construction Agreement.

10. Interpretation of Contract Documents

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

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

11. Bidders Interested in More Than One Bid

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

12. Award of Contract

a. The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to award more than one contract. If two identical low bids are received from responsive and responsible bidders, the Owner will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

b. If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Agreement and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Agreement and provide the required documents.

c. In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

13. Alternatives

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

14. Public Contract Code Section 20111.5 & 20111.6 -Prequalification of Bidders

[check only one]

☐ Prequalification is not required to bid on this project. Bidders must complete and submit with their bids the Contractor's Qualifications Questionnaire that is included in the bid documents provided by Owner

☒ Prequalification is required to bid on this project. Prospective bidders are required to submit to the Owner a completed prequalification questionnaire and financial statement, at PQBIDS.COM, no later than ten (10) business days prior to the date fixed in the public opening of sealed bids or has not been prequalified for at least five (5) business days prior to that date. These documents will be the basis for determining which bidders are qualified to bid the project. Bidders will be notified of their prequalification status within four days after submission of prequalification documents. Bids will not

be accepted from any bidder who has not been prequalified at least five (5) business days prior to the bid opening. Pursuant to Public Contract Code Sections 20111.5 and 20111.6, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification package may be obtained by downloading the necessary forms from **http://pqbids.com.** A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 2031 but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business date prior to that date.

15. Competency of Bidders

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project. To this end, where bidders are not required to prequalify, each bid shall be supported by a statement of the bidder's experience on the form entitled "Contractor's Qualifications Questionnaire" included in the bid package provided by the Owner.

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

16. Listing Subcontractors

Each bidder shall submit a list of the proposed subcontractors on the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) on the form furnished with the Contract Documents. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. The Owner may request that bidder submit information to assess the responsibility of the bidder's proposed subcontractors. The apparent low bidder shall, within 24 hours of the bid opening, provide a complete listing of all subcontractors, including full name, address, telephone numbers and contractor's license number and type.

17. Workers' Compensation

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

18. Contractor's License

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

19. Anti-Discrimination

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

20. Hold Harmless

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

21. Substitutions

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

b. Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least 10 working days before the bid opening date and time. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record. Requests received less than 10 working days prior to bid opening will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.

c. If a substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.

d. With respect to any materials, process, service, or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service, or equipment, its bid shall be considered as offering the specified material, process, service, or equipment referred to by the brand name or trade name specified.

e. Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing any such condition may be treated as a non-responsive bid.

f. It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service, or equipment designated by brand name or trade name, or other item as specified, will be provided.

g. No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

h. These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

i. Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposed substitution shall be deemed approved unless the Owner has confirmed it in writing.

j. With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

22. Surety Qualifications

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

23. Liquidated Damages

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

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

24. Drug-Free Workplace Certification

Pursuant to Government Code Section 8350 and following sections, the successful bidder will be required to execute and return to Owner the Drug-Free Workplace Certificate contained in the Contract Documents with the executed Construction Agreement. The bidder will be required to take positive measures outlined in the certificate to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties, including termination of the Construction Agreement or suspension of payment under the Construction Agreement.

25. Non-Collusion Affidavit

In accordance with the provisions of Public Contract Code Section 7106, each bid must be accompanied by a properly notarized Non-Collusion Affidavit.

26. Implementation of Disabled Veteran Business Enterprises Requirements

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

27. Asbestos and Lead-Based Paint Certification

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

28. Fingerprinting Requirements

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

29. California Products

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

30. Contractor License and DIR Registration Required

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

31. Post-Bid Credits

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

32. Contents of Bid

The bid will include the following documents: **Bid Form, List of Subcontractors, Substitution Listing form, Non-collusion Affidavit, Exclusion of Asbestos Products Affidavit, Exclusion of Lead Products Affidavit, Bid Bond or other bid security, Certification of Attendance at Mandatory Job Walk** (only when a mandatory job walk is required)**, DVBE forms, the DAVIS BACON COMPLIANCE CERTIFICATE, DIR Reporting Form** (Prime Contractor only) and the **Fingerprinting Certification by Contractors (including the attached Fingerprinting Notice & Acknowledgement)**.

Note: Successful responsive low bidder shall be required to submit DIR Reporting Form from all project subcontractor's after the bid but prior to award of contract (within 48 hours of receipt of Notice of Intent to Award).

33. Bid Protests

If any bid protest does not comply with the following procedures, Owner may reject the protest. The protest shall be:

1. In Writing
2. Filed and received at **SOUTHERN KERN UNIFIED SCHOOL DISTRICT, 2601 Rosamond Blvd, Rosamond, CA 93560** no more than two (2) days after Owner opens the bids.
3. Owner must receive the protest no later than 4:00 PM on the last day to file the protest.
4. Set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on a bid protest that was not rejected for failing to comply with the above procedures shall be made by the Governing Board.

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

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

a. The appeal shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

b. The appeal must be received by the Owner's governing board or other governing body within two (2) business days of the action by Owner giving rise to the protest; one received after that time shall not be recognized.

c. A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of contract.

d. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

e. Submission of a protest to and receipt of a decision from the Owner's governing board or other governing board prior to the award of contract.

35. All Projects Over $1,000 Are Subject to Prevailing Wage Monitoring and Enforcement by the Labor Commissioner

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

CONTRACTOR'S CHECKLIST FOR BID SUBMISSION

Note: Contractor to ensure the below documents are submitted with the Bid Documents

☐ 02- BID FORM

☐ 03- BID BOND OR ANOTHER BID SECURITY

☐ 04- SUBSTITUTION LISTING FORM

☐ 05- LIST OF SUBCONTRACTORS

☐ 06- NON-COLLUSION AFFIDAVIT

☐ 07- EXCLUSION OF ASBESTOS PRODUCTS AFFIDAVIT

☐ 08- EXCLUSION OF LEAD PRODUCTS AFFIDAVIT

☐ 11- DAVIS BACON COMPLIANCE CERTIFICATE

☐ 14- PRIME CONTRACTOR'S DIR REPORTING FORM

☐ 15- DVBE FORMS

☐16-FINGERPRINTING CERTIFICATION BY CONTRACTORS **(including the attached fingerprinting notice & acknowledgement).**

☐ 23- CERTIFICATION OF ATTENDANCE AT MANDATORY JOB WALK

Note: Successful responsive low bidder shall be required to submit DIR Reporting Form from all project subcontractor's after the bid but prior to award of contract (within 48 hours of receipt of Notice of Intent to Award).

23- CERTIFICATE OF ATTENDENCE AT MANDATORY JOBWALK
SOUTHERN KERN UNIFIED SCHOOL DISTRICT

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

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT / BID NO: SKUSD-RHS-DRWR

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

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

a. If a bidder attends the entire mandatory job walk but fails to complete this form

b. If a bidder fails to attend the entire mandatory job walk

c. If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance.

NOTE: This may also lead to a determination that the bidder is non-responsive.
Please check one of the following

☐ I attended the entire mandatory job walk / PRE-BID MEETING

☐ I did not attend the entire mandatory job walk/ PRE-BID MEETING

I hereby certify under penalty of the perjury laws of the State of California that the foregoing

is true and correct. Executed at _____, California , on _____.

Firm Name _____

By _____ **Signature** _____

Printed Name_____ **Title** _____

NAME OF BIDDER _____

PROJECT TITLE SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

TO SOUTHERN KERN UNIFIED SCHOOL DISTRICT referred to as "Owner".

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

_____ DOLLARS

[written in words]

$ _____

[written in numbers]

REFER TO ANY ATTACHMENTS TO THIS BID FORM
FOR ADDITIONAL ALTERNATES

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

C. Attached is bid security not less than 10-percent of the bid, in the amount of _____ _____ in the form of ☐cash ☐bid bond ☐certified check ☐cashier's check. ***[circle one]***

D. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for 60-days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

E. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.

F. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

G. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

H. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

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

J. Bidder's contractor's license is _____ _____ _____
[number] *[class]* *[expires]*

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

INDIVIDUAL/DBA

Print Name _____ **Signature** _____

Business Address _____

_____

Date: _____ **Telephone:** _____

PARTNERSHIP

Partnership Name _____

Signed by _____ **Partner**

Print Name _____

Business Address _____

_____

Date _____ **Telephone** _____

Names of Other Partners _____

CORPORATION

Corporation Name _____

a _____Corporation.
(State of Incorporation)

Business Address_____

_____

Date _____ **Telephone** _____

By_____ *[Required]* ***[Seal]***

(☐President ☐Chief Executive Officer ☐Vice President) ***[Circle One]***

Print Name _____

By: _____ *[Required]*

(☐Secretary ☐Treasurer ☐Chief Financial Officer ☐Assistant Treasurer)

[Circle One]

Print Name: _____

JOINT VENTURE

Joint Venturer Name_____

Signed by_____ **(Joint Venturer)**

Print Name _____

Business Address_____

_____

Date_____ **Telephone** _____

Other Parties to Joint Venture:

If an individual joint venture _____ (Signature)

Print Name _____

If a DBA joint venture: _____ (Signature)

Print Name _____

If a partnership joint venture:

By _____
(Name)

Signed by _____ **,**Partner
(Signature)

Print Name _____

If a Corporation joint venture: ***[Seal]***

_____
(Name)

A _____ Corporation
(State of Incorporation)

Signed By _____

Print Name _____

Title _____

03-BID BOND

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

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT / BID NO: SKUSD-RHS-DRWR

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

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

The condition of this obligation is such that whereas the Principal has submitted the Accompanying bid dated _____ ,20 _____ , for:

SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this_____

Day of _____ , 20 _____ , the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED _____ **PRINCIPAL**

By _____

Title _____

DATED _____ **SURETY**

By _____

Title _____

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

TO SOUTHERN KERN UNIFIED SCHOOL DISTRICT
"Owner"

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

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT / BID NO: SKUSD-RHS-DRWR

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

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one] ☐ No substitutions.
☐ The following substitutions:

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

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON BID FORM

BIDDER _____

BY _____

05-LIST OF SUBCONTRACTORS
TO BE SUBMITTED WITH BID

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT / BID NO: SKUSD-RHS-DRWR

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business, California contractor license number, and DIR registration number of:
   - **a.** Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;
   - **b.** Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid;
2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall **(i)** substitute any subcontractor, **(ii)** permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

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

F. Attach additional sheets, as necessary

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

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON THE BID

FIRM NAME _____

BY _____

PRINT NAME _____

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION
PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)

) ss.

County of _____)

_____ , being duly sworn, deposes and says:

That he or she is the (position) of _____ (name of bidder), the party making the 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 that anyone shall 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, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted his or her bid price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent of any of these, to effectuate a collusive or sham bid.

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON THE BID

CONTRACTOR _____

BY _____

SIGNED _____

Subscribed and sworn to before me on _____ , 20 _____.

SEAL

_____
Notary Public

07-EXCLUSION OF ASBESTOS PRODUCTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT / BID NO: SKUSD-RHS-DRWR

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

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

At completion of work under the Agreement, the CONTRACTOR will warrant and represent to the OWNER the following:

1. That no asbestos containing products or materials were used in
2. Performing work under the Agreement.
3. That should any asbestos containing products be found on the project, the CONTRACTOR will replace them, together with all related materials, at no cost to the OWNER.
4. That should the replacement require any interruption in the normal operation of the school, the CONTRACTOR will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at _____, on _____,20 _____

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON THE BID

FIRM NAME _____

BY _____

SIGNED _____

08-EXCLUSION OF LEAD PRODUCTS
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT / BID NO: SKUSD-RHS-DRWR

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

Per the California Education Code for Construction, Modernization, or Renovation of school facilities; prohibition on use of potential sources of lead contamination, lead based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.
The General CONTRACTOR agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

At the completion of work under the Agreement, CONTRACTOR will warrant and represent to the DISTRICT the following:

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

Executed at_____ , California, on_____ 20, _____ .

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON THE BID

FIRM NAME _____

BY _____

SIGNED _____

09-WORKERS COMPENSATION CERTIFICATE

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION
PROJECT / BID NO: SKUSD-RHS-DRWR
PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

Labor Code Section 3700 provides:

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

" **(a)** By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
" **(b)** By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
" **(c)** For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself}, by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

NAME OF CONTRACTOR_____ **DATE** _____

BY_____**(Signature)**

PRINT NAME_____ **TITLE** _____

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

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

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

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

NAME OF CONTRACTOR_____ **DATE** _____

BY_____ **(Signature)**

PRINT NAME_____ **TITLE**_____

REPRESENTATIVE OF CONTRACTOR TO BE CONTACTED FOR SERVICE _____

_____

_____

TELEPHONE NUMBER OF CONTACT _____

11-DAVIS BACON COMPLIANCE CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT / BID NO: SKUSD-RHS-DRWR

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

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

NAME OF CONTRACTOR _____ **DATE** _____

BY _____ **(Signature)**

PRINT NAME _____ **TITLE** _____

DATED _____

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

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

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

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

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

B. Establishing a drug-free awareness program to inform employees about all of the following:
   1. The dangers of drug abuse in the workplace;
   2. The person's or organization's policy of maintaining a drug-free workplace;
   3. The availability of drug counseling, rehabilitation and employee- assistance programs;
   4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled 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 suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

NAME OF CONTRACTOR _____

SIGNATURE _____

PRINT NAME _____ **TITLE** _____

DATE _____

14-DIR REPORTING FORM - Contractor and Subcontractor DIR Information Form

TO BE FILLED OUT BY PRIME CONTRACTOR FOR SUBMISSION WITH BID

Company Name

First Name
(Project Superintendent and /or Manager)

Last Name

Title

Address

City

Zip

Telephone Number

DIR Certificate Number

Email Address

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET /LINOLEUM	☐ CEMENT MASON	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANICAL	☐ GLAZIERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

16 – FINGERPRINTING CERTIFICATION BY CONTRACTORS

TO BE FILLED OUT BY PRIME CONTRACTOR FOR SUBMISSION WITH BID

SOUTHERN KERN UNIFIED SCHOOL DISTRICT referred to as "Owner".
SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION (Project Identification)

I, _____ , am an
[Type or Print Name]

[Check one]

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

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

[Check one or more]

☐{For compliance with Education Code Section 45125.2(a)(1)] That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.

☐[For compliance with Education Code Section 45125.2(a)(2)] That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee _____ . It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.

☐[For compliance with Education Code Section 45125.2(a)(3)] That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.

☐[For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.] That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

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

_____

[Name of Contracting Entity]

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

DATE _____

SIGNATURE _____

Note:

Prime Contractor to fill out and submit with Bid the below Fingerprinting Notice & Acknowledgement for Construction Contracts.

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
(Education Code Section 45125.2(a))

Note: This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
   a. Install a physical barrier at the worksite to limit contact with pupils.
   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify to the Owner in the Independent Contractor Student Contact Form that the employee charged with monitoring and supervising its employees has no such convictions.(See attached.)
   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code § § 45125.1 and 45125.2 as applicable.

Dated: _____ _____
Signature

Name: _____ Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter.
2. Mayhem.
3. Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
4. Sodomy as defined in subdivision (c) or (d) of Section 286.
5. Oral copulation as defined in subdivision (c) or (d) of Section 288a.
6. Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
7. Any felony punishable by death or imprisonment in the state prison for life
8. Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
9. Any robbery.
10. Arson, in violation of subdivision (a) or (b) of Section 451.
11. Sexual penetration as defined in subdivision (a) or (j) of Section 289.
12. Attempted murder.
13. A violation of Section 18745, 18750, or 18755.

14. Kidnapping.
15. Assault with the intent to commit a specified felony, in violation of Section 220.
16. Continuous sexual abuse of a child, in violation of Section 288.5.
17. Carjacking, as defined in subdivision (a) of Section 215.
18. Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
19. Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
20. Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
21. Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
22. Any violation of Section 12022.53.
23. A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

1. Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22)

Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____

Supervisor/Foreman Name: _____

Start Date: _____

Completion Date: _____

Location of Work: _____

Hours of Work: _____

Length of Time on Grounds: _____

Number of Employees on the Job: _____

Yes☐ No☐ Employees will have more than limited contact with students as determined by Owner, or if Contractor, please explain: _____

_____

If yes, the following steps will be taken to ensure student safety (check):

☐ A physical barrier will be installed at the worksite to limit contact with pupils.

☐ Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee: _____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

☐ Owner agrees: Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____ Signature: _____

Typed Name: _____

Title: _____

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

15- CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS
(REV. 4-1-03)

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(I). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:
Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
Option C - Business Utilization Plan - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A - COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840(Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).

b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.

c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.

b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option 8, Good Faith Effort must be completed in addition to Option A, Commitment.

c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.

d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION B - GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at http://www.pd.dgs.ca.gov/smbus. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at http://www.pro-net.sba.gov to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (http://www.pd.dgs.ca.gov/smbus - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation's release date and at least 7 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy (ies) of the advertisement(s) with your bid.

Step 4 Invitations to Participate

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation and provides a bidder with responses for consideration.

How TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5 Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

OPTION C -THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT} goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA) *Internet contact only - see instructions for website navigation* PRONET Database: http://www.pro-net.sba.gov	**FOR:** **Service-Disabled Veteran-owned businesses in California** (Remember to verify each DVBE's California certification.)
Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below	**FOR:** **List of potential DVBE subcontractors**
DGS-PD **Office of Small Business and DVBE Certification (OSDC)** 707 Third Street, Room 400, West Sacramento, CA 95605 Website: http://www.pd.dgs.ca.gov/smbus 24-hour automated information & document requests: (916) 322-5060 Receptionist: (916) 375-4940 Fax: (916) 375-4950	**FOR:** **Directory of Certified DVBEs Certification Applications Certification Information Certification Status, Concerns**
DGS-PD **Office of Small Business and DVBE Outreach and Education** 707 Third Street, 2nd Floor, West Sacramento, CA 95605 Voice, 8 am-5 pm: (800) 559-5529 Fax: (916) 375-4597	**FOR:** **DVBE Program Participation Requirements DVBE Program Info. and Statewide Policy DVBE Resource Packet DVBE Business Utilization Plan Small Business/DVBE Advocates**

Advertisement Format Example

This example offers a suggested format that includes information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the balded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***
DVBE responses due to me 1/1/02; Bids due to the State 1/15102.

Contact: ***ABC Company Jane Doe, General Manager***
123 Main Street, Sacramento, CA 95814
voice: **555/555-5555;** fax: ***555/555-5556***
or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(I): required
The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 4-1-2003)

Designation of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

☐**OPTION A** - / ***commit to meeting the full DVBE contract participation requirement.***
Complete STD 840, Section A.

☐**OPTION B** - / ***performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.***
Complete STD 840, Section A (for GFE Steps 4 & 5} and STD 840 (REVERSE), Section B (for GFE Steps 1-3).

☐**OPTION C** - / ***submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan.,,***

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor= 0, subcontractor to prime contractor= 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A).
During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).
For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT

AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION

Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)		
DVBE Contact Name & Reference #	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

☐ ***Yes,*** *I* am, *or I will subcontract with, the listed DVBE to provide the following goods and/or services:*

Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier

OR ☐ ***No,*** *I* am *unable to subcontract with the DVBE for the following business reasons:*

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

Yes, *I will subcontract with the listed DVBE to provide the following goods and/or services:*

Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier

OR ***No,*** *I* am *unable to subcontract with the DVBE for the following business reasons:*

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation →

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 4-1-2003)

B. Documentation of Good Faith Effort Steps 1, 2 and 3–Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date	Contact Name	Telephone Number
I I		( )

Describe Result

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency - Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT **OR**	Date / /	Telephone Number **(916) 322-5060** **(916) 375-4940**	Contact Name	☐ *I contacted the Certification Office for a list of California certified DVBEs.*
ONLINE SEARCH	Date / /	Internet Address **http://www.pd.dgs.ca.gov/smbus**		☐ *I contacted the Certification Office for a list of California certified DVBEs.*

Describe Result

Federal Agency – U.S. Small Business Administration (SBA) online database

Date	Internet Address	
I I	**http://www.pro-net.sba.gov**	☐ *I searched the federal online database for California DVBEs.*

Describe Result

Local DVBE Organizations - Contact at least one local DVBE organization-refer to the DVBE Resource Packet for a list of acceptable contacts. (**http://www.pd.dgs.ca.gov/smbus** - select "DVBE Resource Packet")

Date	Organization Name	Contact Name	Telephone Number and/or Internet Access
I I			( ) http://www.

Describe Result

Date	Organization Name	Contact Name	Telephone Number and/or Internet Access
I I			( ) http://www.

Describe Result

STEP 3. Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s)**.

Focus Paper Name (list full name)	Contact Name	Telephone Number ( )
Address		Date Ad Published / /
Trade Paper Name (list full name)	Contact Name	Telephone Number ( )
Address		Date Ad Published / /

☐ *I certify the ad was placed to reach both trade and focus audiences through this one publication.*

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number ( )
Address		Date Ad Published / /

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 4-1-2003)

This Document may be used as a continuation from Section A, STD 840 (REV. 4-1-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

	☐ ***Yes****, I will subcontract with the listed DVBE to provide the following goods and/or services:*		
OR	Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier
	☐ ***No****, I am unable to subcontract with the DVBE for the following business reasons:*		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

	☐ ***Yes****, I will subcontract with the listed DVBE to provide the following goods and/or services:*		
OR	Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier
	☐ ***No****, I am unable to subcontract with the DVBE for the following business reasons:*		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

	☐ ***Yes****, I will subcontract with the listed DVBE to provide the following goods and/or services:*		
OR	Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier
	☐ ***No****, I am unable to subcontract with the DVBE for the following business reasons:*		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

	☐ ***Yes****, I will subcontract with the listed DVBE to provide the following goods and/or services:*		
OR	Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier
	☐ ***No****, I am unable to subcontract with the DVBE for the following business reasons:*		

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 4-1-2003)

This Document may be used as a continuation from Section A, STD 840 (REV. 4-1-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

	☐ ***Yes****, I will subcontract with the listed DVBE to provide the following goods and/or services:*		
	Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier
OR	☐ ***No****, I am unable to subcontract with the DVBE for the following business reasons:*		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

	☐ ***Yes****, I will subcontract with the listed DVBE to provide the following goods and/or services:*		
	Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier
OR	☐ ***No****, I am unable to subcontract with the DVBE for the following business reasons:*		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

	☐ ***Yes****, I will subcontract with the listed DVBE to provide the following goods and/or services:*		
	Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier
OR	☐ ***No,*** *I am unable to subcontract with the DVBE for the following business reasons:*		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

	☐ ***Yes****, I will subcontract with the listed DVBE to provide the following goods and/or services:*		
	Specific Goods and/or Services	Estimated $ and/or % $ / %	Tier
OR	☐ ***No****, I am unable to subcontract with the DVBE for the following business reasons:*		

DVBE Program Requirements Supplier Checklist (Rev.4-1-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

☐ STD 840 included with bid

☐ DVBE Written Agreement

☐ Designated the Commitment Option – Checked the first box

☐ Listed at least one California certified DVBE subcontractor

☐ Checked the box(es) for "Yes…"

☐ Listed specific goods and/or services DVBE(s) agrees to provide

☐ Proposed DVBE contract performance is a "commercially useful function" relevant to the contract

☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE's participation

☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)

☐ Attached a copy of the DVBE's certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

☐ STD 840 included with bid

☐ Designated the GFE Option – Checked the second box

☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract

☐ Confirmed that all listed DVBEs are California certified

☐ Attached copies of the invitations sent to the listed DVBE's

☐ Invitations included the required contact information

☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)

☐ (Step 5) Checked the "No" boxes and listed the business reasons for non-selection of BVBEs contacted

☐ (Step 1) Contacted the Awarding Department and listed contact and results

☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results

☐ (Step 2) Searched the Federal Pro-net internet database and noted the results

☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results

☐ (Step 3) Advertised – IF NOT WAIVED

Listed full information for the advertisement(s) and publication(s)

[2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]

☐ Attached a copy of the advertisement(s)

☐ The advertisement(s) were published at least 7 days prior to the bid due date

☐ The advertisement(s) included my required contact information

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

☐ ***Prior to the bid due date*** **–** Submitted a BUP to DGS-PD and received approval

☐ STD 840 included with bid

☐ Designated the BUP Option – Checked the third box

☐ Attached a copy of the BUP Approved letter from DGS-PD

17-CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated _____ in the County of LOS ANGELES, State of California is by and between the **SOUTHERN KERN UNIFIED SCHOOL DISTRICT** ("OWNER")

AND _____ ('CONTRACTOR").

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

1. **Contract Documents.** The Complete Agreement includes all of the Contract Documents as defined in the General Conditions and any other documents comprising any portion of the bid package, and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this Agreement. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

2. **Scope of Performance**. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services described in the Contract Documents and required for construction of:

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

3. **Contract Price.** Subject to any additions or deductions as provided in the Contract Documents, as full consideration for the faithful performance of the contract OWNER shall pay to CONTRACTOR the sum of

_____

4. **Construction Period.** The work shall be commenced on or before the 5th Day after receiving OWNER's Notice to Proceed and shall be completed per the duration and phasing as specified in the contract documents and from the date specified in the Notice to Proceed.

5. **Liquidated and Other Damages.** All work must be completed within the time limits set forth in the Contract Documents. If the work is not completed in accordance with the time limits set forth in this Agreement, in accordance with Government Code Section 53069.85, CONTRACTOR shall pay to OWNER as fixed and liquidated damages, and not as a penalty, the sum of $1,500.00 for each Calendar Day of delay until work is completed and accepted.

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

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

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

Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by OWNER pursuant to the terms of Section 22300. Not later than 20 days after receipt of such payment, CONTRACTOR shall pay to each subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure performance of CONTRACTOR.

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

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

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

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

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

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

OWNER	CONTRACTOR
By _____ (Signature)	**By** _____ (Signature)
Print Name _____	**Print Name** _____
Title _____	**Title** _____
(Corporate Seal of Contractor, if a Corporation)	_____ **Contractor's License No.**
	_____ **Tax ID / Social Security No**

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

18-PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

HEREAS, the **SOUTHERN KERN UNIFIED SCHOOL DISTRICT** (referred to as "Owner"), has awarded to _____

(referred to as "Contractor/ Principal"),

a contract for the work described as follows:

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NOW, THEREFORE, we, the Contractor / Principal and_____ , as Surety, are held firmly bound unto Owner in the penal sum of _____ _____ Dollars ($ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of **one (1)** year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of **one (1)** year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

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

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

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

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

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

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

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

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

Any claims under this bond may be addressed to:

Name & address of Surety _____

_____

_____

Name & address of agent or Representative in California, If different than above _____

_____

_____

Telephone No. of Surety, or agent or Representative in California, _____

IN WITNESS WHEREOF, we have here to set our hands and seals on this _____

Day of _____

[SEAL]

_____
(Contractor / Principal)

By _____
(Signature)

_____
(Print Name and Title)

_____
(Surety)

By _____
(Signature)

_____
(Print Name and Title)

[SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY]

19-PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **SOUTHERN KERN UNIFIED SCHOOL DISTRICT** (referred to as "Owner"), has awarded to _____

(referred to as "Contractor/ Principal"), a contract for the work described as follows:

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WHEREAS, Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor / Principal and _____, as Surety, are held firmly bound unto Owner in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor /Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety _____

_____

Name & address of agent or Representative in California If different than above _____

_____

_____

Telephone No. of Surety, or agent or Representative in California, _____

_____

IN WITNESS WHEREOF, we have here to set our hands and seals on this _____
Day of _____ , _____

[SEAL]

_____
(Contractor / Principal)

By_____
(Signature)

_____
(Print Name and Title)

_____

(Surety)

By_____

(Signature)

_____

(Print Name and Title)

[SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY]

20-ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between Owner **SOUTHERN KERN UNIFIED SCHOOL DISTRICT** , whose address is **2601 Rosamond Blvd, Rosamond, CA 93560**

and Contractor _____

whose address is _____

and Escrow Agent _____

whose address is _____

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Agreement entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (referred to as the "Construction Agreement"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within 1O days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Construction Agreement between the Owner and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments under the provisions of the Construction Agreement, provided the Escrow Agent holds securities in the form and amount specified above.

3. When Owner makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time the escrow created under this Escrow Agreement is terminated. Contractor may direct investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Owner. These expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow, and all interest earned on that interest, shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of the amount sought to be withdrawn by Contractor.

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice of the default to the Escrow Agent from Owner, Escrow Agent shall immediately convert the securities to cash and distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the work under the Construction Agreement is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Construction Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from Owner and Contractor pursuant to Sections 6 to 8, inclusive, of this Escrow Agreement and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of Owner	**On behalf of Contractor**
_____	_____
(Title)	(Title)
_____	_____
Name (Typed or Printed)	Name (Typed or Printed)
_____	_____
Signature	Signature
_____	_____
Address on behalf of Escrow Agent	Address

(Title)

Name (Typed or Printed)

Signature

Address

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

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

Owner

(Title)

Name (Typed or Printed)

Signature

Contractor

(Title)

Name (Typed or Printed)

Signature

Escrow Agent

(Title)

Name (Typed or Printed)

Signature

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PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION
PROJECT / BID NO: SKUSD-RHS-DRWR
PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

ARTICLE 1 DEFINITIONS

A. **Action of the Governing Board or Other Governing Body:** An official act of the governing board or other governing body of OWNER.

B. **Approve:** The term "approve," where used in conjunction with the Architect / CM's action on the CONTRACTOR'S submittals, applications, and request, is limited to the responsibilities and duties of the Architect / CM stated in General and Supplementary Conditions. Approval shall not release CONTRACTOR from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

C. **Architect / CM:** The person, persons, or entity selected by OWNER to provide Architectural, Engineering, and / or Construction Management services to the Project. The Architect / CM is an independent contractor(s) and is not an agent of OWNER.

D. **Contract Documents:** All contract documents, including all official documents on this Project, including the Notice Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Payment Bond, Change Orders, Shop Drawings and their Transmittals, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code sections 20111.5 or 20111.6, if any, Substitution Listing form on any approved substitutions, Non-Collusion Declaration, Insurance Certificates, Guarantees, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, Fingerprinting Certifications, Labor Compliance Program documents, General Conditions, Supplemental General Conditions, if any, Iran Contracting Act Certification, if any, Special Conditions and/or Requirements, if any, Plans, Drawings, Specifications, the Construction Agreement, and all Modifications, addenda, and amendments of those documents.

E. Modification:

1. A written amendment to the Contract Documents signed by both parties;
2. A fully executed Change Order;
3. A written interpretation issued by the Architect / CM; or A written order for a minor change in the Work issued by the Architect / CM.

F. CONTRACTOR: That entity awarded this Construction Agreement by official action of OWNER. Throughout the Contract Documents CONTRACTOR is treated as being of singular number and neuter gender.

G. Date of Acceptance: The date when all of the following conditions are satisfied:

1. OWNER is able to occupy all portions of the project
2. The notice of completion is recorded with local authorities.
3. The final verified report is filed with the Division of State Architect / CM of the Department of General Services.
4. Acceptance of project by OWNER's governing board or other governing body.

H. Days: Calendar days unless noted otherwise.

I. Equivalent to: Equal or superior in function and quality and approved by the Architect / CM.

J. Furnish: Means "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

K. Indicated: Refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," or "scheduled" are used, it is to help locate the reference; no limitation on locations is intended except as specifically noted.

L. Install: Used to describe operations at the project site, including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations."

M. Installer: An entity engaged by CONTRACTOR, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar required operations. Installers are required to be experienced in the operations they are engaged to perform and licensed as required in the individual specification sections.

N. Liquidated Damages: Pursuant to Government Code Section 53069.85, this is the specified sum of money that CONTRACTOR shall forfeit and pay to OWNER for those specified portions of the Project that are uncompleted and delayed beyond the stated completion time.

O. Or Equal: Where named products in specification text are accompanied or are deemed by law to be followed by the term "or equal," or other language of similar effect, CONTRACTOR shall comply with those Contract Document provisions for "substitutions" when obtaining Architect / CM's review and consideration.

P. OWNER: The school district, community college district, County Superintendent of Schools, or other public entity executing the Construction Agreement acting through its governing board or other governing body.

Q. Plans: The reproductions of the official drawings adopted and approved by OWNER showing locations, character, dimensions, and details of the work.

R. Project: The undertaking planned by OWNER and CONTRACTOR as provided in the Contract Documents.

S. Project Inspector/Inspector of Record: Any individual or firm retained by OWNER as the on-site inspector for a particular project hired by and paid by OWNER and under general direction of the Architect / CM or registered engineer in charge. The Project Inspector shall be responsible for inspecting all work included in the Contract Documents. A special inspector shall be responsible only for inspecting the work for which he/she is approved. Inspectors are independent contractors and are not agents or employees of OWNER.

T. Project Manual: The volume(s) that include the bidding requirements, sample forms, and all of the initial Contract Documents, such as Conditions of the Contract, Schedules and Details Manual, the Specifications, and the addenda to be used on the Project.

U. Project Site: The space available to CONTRACTOR for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.

V. Provide: Includes "provide complete in place," that is, furnish and install.

W. Refer: Indicates that the subject is defined or specified in further detail at another location in the Contract

Documents or elsewhere as indicated. Except, as otherwise noted, "refer" does not imply that CONTRACTOR must purchase or subcontract the subject work in any special manner.

X. **Related Work in Other Sections:** A nonrestrictive term used throughout the Specifications to coordinate the Work and facilitate checking and bidding.

Y. **Required:** As required by Contract Documents.

Z. **Safety Orders:** Issued by Division of Industrial Safety and OSHA Safety and Health Standards for Construction.

AA. **Specification:** The printed instruction and requirements which complement the plans as to the methods and manner of performing the Work or to the quantities and qualities of the materials to be furnished.

BB. **Subcontractor:** Includes those having a direct contract with the CONTRACTOR and those who furnish material worked to a special design according to plans, drawings, and Specifications of this work, but does not include those who merely furnish material not so worked.

CC. **Surety:** The firm or corporation executing CONTRACTOR'S Performance Bond and/or Payment Bond as surety, as the context indicates.

DD. **Testing Laboratory:** An independent entity engaged to perform specific inspections or test, either at the Project Site or elsewhere, and to report on, and if required, interpret results of those inspections or tests. It is not an agent of OWNER.

EE. **Unfinished:** Refers to the status of the Work prior to reaching completion, as described in Article 61.

FF. **Work:** Work of the CONTRACTOR and subcontractors, including all labor or materials (including without limitation, equipment, and appliances), both incorporated in, or to be incorporated in the Project in order to fully meet the requirements of the Contract Documents.

GG. **Contingency:** Any base bid amounts as may be required of bidder / contractor to perform related extra / change work as directed by Owner / Owner's representative. Contingency work shall be treated and costed as change order work (ARTICLE 27), less any allowance of additional bonding cost. Contractor should not add / include overhead and profit in base bid for defined contingency amounts.

ARTICLE 2 STATUS OF CONTRACTOR

A. CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract Documents.

B. Nothing contained in the Contract Documents shall be construed as creating the relationship of employer and employee, or principal and agent, between OWNER and CONTRACTOR or any of Contractor's agents or employees.

C. CONTRACTOR exclusively assumes the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, and employees shall not be entitled to any rights or privileges of OWNER employees and shall not be considered in any manner to be OWNER employees.

D. OWNER shall be permitted to monitor the activities of CONTRACTOR to determine compliance with the terms of the Contract Documents.

E. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any contractor not so licensed is subject to penalties under the law and the Construction Agreement will be considered void pursuant to Business and Professions Code Section 7028.7. Any questions concerning a contractor may be referred to the **Registrar, Contractors' State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California, 95826.**

F. Contractors or subcontractors are not qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This project is subject to monitoring by the Department of Industrial Relations.

ARTICLE 3 CONTRACTOR SELECTION PROCESS AND PROHIBITED INTERESTS

A. As a means of maintaining the integrity of the formal selection process, contacts with individual members of OWNER's Board of Trustees or governing body on behalf of any bidding firm relative to this Project will be considered inappropriate.

B. No official of OWNER who is authorized in such capacity and on behalf of OWNER to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any Architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with construction of the Project, shall have any direct or indirect financial interest in any part of this Project.

C. No officer, employee, Architect / CM, attorney, engineer. or inspector of or for OWNER who is authorized in such capacity and on behalf of OWNER to exercise any executive, supervisory, or other similar functions in connection with construction of the Project shall have any direct or indirect financial interest in any part of this Project.

D. CONTRACTOR shall receive no compensation and shall repay OWNER for any compensation received should CONTRACTOR aid, abet, or knowingly participate in any violation of this Article.

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

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

ARTICLE 5 DEBARRED CONTRACTOR

A. Pursuant to Labor Code Sections 1777.1 and 1777.7, a contractor may be prohibited from bidding or performing work as a subcontractor on a public works project.

B. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

C. Pursuant to Public Contract Code Section 4701, CONTRACTOR shall request the substitution of any subcontractor who has been debarred by the California Labor Commissioner from working as a subcontractor on public work.

ARTICLE 6 SUBCONTRACTING

A. CONTRACTOR agrees to bind each and every subcontractor to the terms of the Contract Documents as far as the terms are applicable to the subcontractor's work. Each subcontract shall contain a reference to Contract Documents, and the terms of the Contract Documents shall be incorporated into and made a part of each subcontract.

If CONTRACTOR subcontracts any part of its work under the Construction Agreement, CONTRACTOR shall be responsible to OWNER for any acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and OWNER.

B. OWNER'S consent to or approval of any subcontractor shall not in any way relieve CONTRACTOR of its obligations under the Contract Documents , and no such consent or approval shall be deemed to waive any provisions of the Contract Document.

C. CONTRACTOR must submit with its bid a Designation of Subcontractors. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself. The substitution or addition of subcontractors shall be permitted only as authorized by Public Contract Code Sections 4100, et seq.

D. All subcontractors shall be appropriately licensed and registered with DIR to perform the work for which employed in conformity with the laws of the State of California.

E. In accordance with California Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Public Contract Code Section 7058), all of the work to be performed outside of the Contractor's license specialty, except “incidental” work as that term is used in Section 7059(a), shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq.

F. A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with OWNER before the subcontractor begins work. Each subcontract will provide for termination in accordance with these General Conditions. Each subcontract shall provide for its annulment by CONTRACTOR at the order of the Architect / CM if in the Architect / CM’s opinion the subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to this work.

G. Nothing contained in these General Conditions shall relieve CONTRACTOR of any liability or obligation under the Contract Documents, nor shall any permissible substitution or addition of a subcontractor result in any increase in the contract price or in an extension of time for completion of the Project.

H. CONTRACTOR shall require subcontractors to include the provisions of this article in their sub-subcontracts, if any.

I. Each subcontract applicable to this Project is hereby assigned to OWNER, such assignment to become effective only upon termination of the Construction Agreement for cause pursuant to the Contract Documents, and only as to such subcontracts as OWNER may, in its sole discretion, select and provide written notice of such assignment, and such assignments are subject to the rights and obligations of the surety on any applicable bonds, as detailed in the Contract Documents.

ARTICLE 7 ARCHITECT / CM'S STATUS

A. The Architect (or Engineer) / CM (Construction Manager), either or both, shall be OWNER's representative during construction and shall observe the progress and quality of the Work on behalf of OWNER. The Architect / CM shall have the authority to act on behalf of OWNER only to the extent expressly provided in the Contract Documents. The Architect / CM shall have authority to stop work whenever necessary, in the Architect / CM's reasonable opinion, to ensure the proper execution of the Work of the Project.

B. The Architect / CM shall be, in the first instance, the judge of the performance of the Work. The Architect / CM shall exercise authority under the Contract Documents to enforce CONTRACTOR's faithful performance.

C. The Architect / CM shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations. The Architect / CM has the authority to enforce compliance with the Contract Documents and CONTRACTOR shall promptly comply with instructions from the Architect / CM or an authorized representative of the Architect / CM.

D. On all questions related to quantities, acceptability of material, equipment, or workmanship, execution, progress, or sequence of work, the interpretation of plans, specifications, or drawings, and the acceptable performance of CONTRACTOR, the decision of the Architect / CM shall govern and shall be a condition precedent to any payment, unless otherwise ordered by OWNER. CONTRACTOR shall not impair or delay the progress and completion of the Work by virtue of any question or dispute arising out of or related to the foregoing matters, or the instructions of the Architect / CM relating to them.

E. General supervision and direction of the Work by the Architect / CM shall in no way imply that the Architect / CM or its representatives are in any way responsible for the safety of CONTRACTOR or its employees or that the Architect / CM or its representatives will maintain supervision over CONTRACTOR'S construction methods, means, or personnel other than to ensure that the quality of the finished work is in accordance with the Contract Documents.

ARTICLE 8 PROJECT INSPECTOR AND INSPECTOR FACILITIES

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

B. Observations by the Project Inspector shall not in any way relieve CONTRACTOR from responsibility for full compliance with all terms and conditions of the Contract Documents or be construed to lessen to any degree CONTRACTOR's responsibility for providing efficient and capable superintendence.

C. The Project Inspector is not authorized to make changes in the drawings or Specifications, nor shall the Project Inspector's approval of the Work and methods relieve CONTRACTOR of responsibility for the correction of subsequently discovered defects, or from its obligation to fully comply with the Contract Documents.

ARTICLE 9 COPIES FURNISHED

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

ARTICLE 10 OWNERSHIP OF DRAWINGS

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

ARTICLE 11 DOCUMENTS ON WORK

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

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

ARTICLE 12 DRAWINGS AND SPECIFICATIONS

A. Drawings and Specifications are intended to delineate and describe the Project and its component parts sufficiently to enable skilled and competent contractors to intelligently bid upon the work, and to carry the Work to a successful and timely conclusion.

B. Organization of the Specifications into divisions, sections, and articles, and arrangement of drawings, shall not control CONTRACTOR in dividing the Work among subcontractors or in establishing the extent of work to be performed by any trade.

C. The drawings and Specifications describe the work to be performed by CONTRACTOR. Generally, the Specifications describe work which cannot be readily indicated on the drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of work in the Specifications which can be adequately shown on the drawings, or to show on the drawings all items of work described or required by the Specifications even if they could have been shown.

D. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contract Documents are intended to encompass all labor and materials, equipment, and transportation necessary for proper execution of the Work. Any item of work mentioned in the Specifications and not shown on the drawings or shown on the drawings and not mentioned in the Specifications, shall be provided by CONTRACTOR as if shown in both.

E. All materials or labor for the Work which are shown either by the Drawings or the Specifications (or are reasonably inferable from the Drawings or the Specifications as being necessary to complete the work) shall be provided by CONTRACTOR, whether or not the work is expressly covered in either the Drawings and/or the Specifications. It is intended that the Work be of sound, quality construction. CONTRACTOR must furnish adequate labor and materials to cover installation of all items indicated, described, or implied in the portion of the Work to be performed.

F. Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of authorities having jurisdiction, and where referred to in the Contract Documents, such laws, ordinances, rules and regulations shall be considered as a part of the Contract Documents within the limits specified. If CONTRACTOR observes that the drawings or Specifications are contrary to applicable law, ordinance, rule or regulation, CONTRACTOR shall immediately notify the Architect / CM in writing, and any changes deemed necessary by the Architect / CM shall be made as provided in the Contract Documents for changes in work. If CONTRACTOR performs any work which CONTRACTOR knows or through the exercise of reasonable diligence should have known to be contrary to any law, rule, regulation, or ordinance without seeking and obtaining clarification, CONTRACTOR shall bear any and all costs arising from it, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance.

G. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to those recognized standards.

H. It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the Work so named with all its incidental and accessory items according to the best practices of the trade.

I. Naming any material and/or equipment requires CONTRACTOR to furnish and install the named material/equipment, including all incidental and accessory items and/or labor necessary to achieve full and complete functioning of the material and/or equipment according to the best practices of the trade(s) involved, unless specifically noted otherwise.

J. Figured dimensions on drawings shall govern but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures, provided however that the drawing or specification calling for the higher quality material or workmanship shall prevail, without additional cost to OWNER.

K. In case of inconsistencies in the descriptions of work to be done, equipment to be provided or material to be used, it is intended that the more stringent, higher quality, and greater quantity of work shall apply, without additional cost to OWNER.

L. All items indicated on the drawings or in the Specifications as future items require CONTRACTOR to provide all the mechanical, electrical, and other necessary service hookups or provisions required to make the equipment function as intended. Such items shall be provided to the location where the future item is indicated to be installed.

M. In the event of an inconsistency between the Construction Agreement or General Conditions and the other various Contract Documents, the Construction Agreement or General Conditions shall control.

N. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and Specifications are in conflict, CONTRACTOR shall promptly notify the Architect / CM in writing, requesting clarification. Should CONTRACTOR commence work on any part of the Work without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information. Questions regarding interpretation of drawings and Specifications shall be clarified by the Architect / CM in writing.

O. If CONTRACTOR or its subcontractors, material, or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work to be done under the Contract Documents which it knows, or should have known, to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including without limitation the costs of correction without increase or adjustment to the contract price or the time for performance.

P. Should clarification by the Architect / CM be deemed new or additional work, the cost shall be adjusted as provided in these General Conditions for "Changes and Extra Work," provided however that requirements calling for the higher quality material or workmanship shall prevail without additional cost to OWNER or time adjustment.

Q. In the event the Architect / CM determines that CONTRACTOR's requests for clarification or interpretation are not justified, or do not reflect adequate, competent supervision or knowledge by CONTRACTOR, or by the subcontractors, CONTRACTOR shall be required to pay the Architect / CM's reasonable and customary fees in processing and responding to such requests.

R. Some drawings or other documents may be required of CONTRACTOR. If CONTRACTOR performs, permits, or causes the performance of any work under the documents prepared by or on the behalf of CONTRACTOR which document is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the contract price or the time for performance. In no case shall any subcontractor proceed with the work if uncertain without CONTRACTOR'S written direction and/or approval.

S. If it is found at any time, whether before or after completion of the work, that CONTRACTOR has varied from the drawings and/or Specifications in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the Architect / CM shall make a recommendation either: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at CONTRACTOR'S sole expense; or (2) that OWNER deduct from any amount due CONTRACTOR the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and Specifications. The Architect / CM shall determine such difference in value. At its option, OWNER may pursue either recommendation made by the Architect / CM.

ARTICLE 13 DETAIL DRAWINGS AND SPECIFICATIONS

A. In case of ambiguity, conflict, or lack of information, the Architect / CM shall furnish additional instructions, by means of drawings or otherwise, necessary for proper execution of the Work. All drawings and instructions shall be consistent with the Contract Documents, true developments of them, and reasonably inferable from them. Any additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the Architect / CM of the relationship of the request to the critical path of construction.

B. Work shall be executed in conformity with the Contract Documents and CONTRACTOR shall do no work without proper drawings and instructions.

C. The Architect / CM will furnish necessary additional details to more fully explain the work, which shall be considered as part of the Contract Documents.

D. Should any details be more elaborate, in the opinion of CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice to the Architect / CM within five days of receipt of the details. In case no notice is given to the Architect / CM within five days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, the details will be considered and if found justified the Architect / CM will either modify the drawings or shall recommend to OWNER a change order for any extra work involved.

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

ARTICLE 14 SHOP DRAWINGS AND SUBMITTALS

A. The term "shop drawing" shall be understood to include, but not be limited to detail design calculations, fabrication and installation drawings, lists, graphs, and operating instructions.

B. CONTRACTOR shall check and verify all field measurements and shall promptly submit six copies of all shop or setting drawings, schedules, and material lists required for the work of various trades, checked and approved by CONTRACTOR.

C. All submittals of shop drawings, catalog cuts, data sheets, schedules, and material lists shall be complete and shall conform to contract drawings and specifications. Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.

D. Shop drawings shall be submitted at a time sufficiently early to allow review by the Architect / CM and the Division of State Architect / CM (DSA) if required, and to accommodate the rate of construction progress required under the Contract Documents. CONTRACTOR will be required to pay the Architect / CM's reasonable and customary fees to expedite review of shop drawings which are not submitted in timely fashion.

E. Calculations of a structural nature must be approved by the DSA.

F. All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format provided by OWNER. Any shop drawing submittal not accompanied by the transmittal form, or where all applicable items on the form are not completed, will be returned for resubmittal. CONTRACTOR may authorize a material or equipment supplier to deal directly with the Architect / CM with regard to shop drawings, however ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with CONTRACTOR.

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

H. CONTRACTOR's review and approval of shop drawings shall include the following stamp:

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

_____

"Signature of CONTRACTOR"

I. The Architect / CM's review of shop drawings will be limited to checking for general agreement with the Contract Documents and shall in no way relieve CONTRACTOR of responsibility for errors or omissions contained in them, nor shall the review operate to waive or modify any provision contained in the Contract Documents. The Architect / CM's approval of the drawings or schedules shall not relieve CONTRACTOR of its responsibility for deviations from drawings or specifications unless CONTRACTOR has called the Architect / CM's attention to the deviations, in writing, at the time of submission, and secured the Architect / CM's written approval.

J. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be CONTRACTOR's responsibility.

K. Within 21 Calendar days after receipt of shop drawings, the Architect / CM will return one or more prints of each drawing to CONTRACTOR with the Architect / CM's comments noted on them.

L. If prints of the shop drawings are returned to CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of the drawings will not be required. If prints of the shop drawings are returned to CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of the drawings will not be required. If prints of the shop drawings are returned to CONTRACTOR marked "REVISE AND RESUBMIT," CONTRACTOR shall revise the drawings and resubmit six copies of the revised drawings to the Architect / CM. If prints of the shop drawings are returned to CONTRACTOR marked "REJECTED; RESUBMIT," CONTRACTOR shall resubmit six new copies of the drawing to the Architect / CM.

M. CONTRACTOR shall make a complete and acceptable submittal to the Architect / CM by the second submission of drawings. OWNER shall withhold funds due to CONTRACTOR to cover additional costs of the Architect / CM's review beyond the second submission and any other costs incurred by OWNER.

N. Fabrication of an item shall not be commenced before the Architect / CM has reviewed the pertinent shop drawings and returned copies to CONTRACTOR marked "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

O. No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Contract Documents. CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, equipment, and/or the required arrangements and clearances are involved.

P. CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM CONTRACTOR HAVING TO MAKE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS THE ARCHITECT / CM'S REVIEW OF THE DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED IN THE CONTRACT DOCUMENTS AND CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT / CM'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN CONTRACTOR'S CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND 15 CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, OWNER MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.

ARTICLE 15 SAMPLES

A. Within 35 Calendar days following award of contract, or a shorter time as circumstances require, CONTRACTOR shall furnish for approval all samples required in the Specifications, together with catalogs and supporting data required by the Architect / CM. This provision shall not authorize any extension of time for performance of the work. The Architect / CM shall review the samples, as to conformance with design concept of work and compliance with information given in the Contract Documents and approve or disapprove them within 10 working days from receipt.

B. Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

C. Upon demand of the Architect / CM or OWNER, designated samples shall be submitted or tests or examinations and considered before incorporation into the Work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of CONTRACTOR.

D. Work commenced before approval of samples subject to tests or examinations shall be at the sole risk of CONTRACTOR. CONTRACTOR alone shall bear the entire cost of repair, removal, or replacement of work commenced prior to approval of samples subject to tests or examinations.

ARTICLE 16 WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

A. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the Work required by the Contract Documents.

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

ARTICLE 17 WORK AND MATERIALS

A. Except as otherwise specifically stated in the Contract Documents, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every kind, and all other services and facilities necessary to perform and complete the Work within the time specified.

B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

C. Materials shall be furnished in ample quantities and at times to ensure uninterrupted progress of the work and shall be properly stored and protected. CONTRACTOR shall be solely responsible for any damage or loss by weather, theft, or other causes to materials or work under the Contract Documents. After issuance of the Notice to Proceed by OWNER, CONTRACTOR shall place orders for materials and/or equipment as specified so that delivery may be made without delays to the Work. Upon demand from the Architect / CM, CONTRACTOR shall furnish to the Architect / CM documentary evidence showing that orders have been placed.

D. In the event of failure to comply with the above instructions, OWNER reserves the right to place orders for any materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Contract Documents, and all expenses incidental to procuring the materials and/or equipment shall be paid for by CONTRACTOR.

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

F. Title to new materials and/or equipment, and attendant liability for their protection and safety, shall remain in CONTRACTOR until incorporated in the Work and accepted by OWNER. No part of these materials and/or equipment shall be removed from their place of storage except for immediate installation in the Work, and CONTRACTOR shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to OWNER or its authorized representative.

G. Price, fitness, and quality being equal with regard to supplies, OWNER may prefer supplies grown, manufactured, or produced in California. OWNER may next prefer supplies partially manufactured, grown, or produced in California provided the bids of suppliers or the prices quoted by them do not exceed by more than five percent the lowest bids/prices quoted by out-of-state suppliers, the major portion of the manufacture of the supplies is not done outside of California, and the public good will be served. (Government Code Sections 4330-4334)

ARTICLE 18 CONTRACTOR'S SUPERVISION, PROSECUTION, AND PROGRESS

A. Unless personally present on premises where the work is being done, CONTRACTOR shall maintain competent project supervision at all times during working hours, which includes but is not limited to a Project Manager and all additional personnel necessary to maintain progress of the Project within the approved contract schedule satisfactory to the Architect / CM. The Project Manager shall not be changed except with the written consent of the Architect / CM. The Project Manager shall represent CONTRACTOR in its absence and all directions given to the Project Manager shall be binding on CONTRACTOR.

B. Unless personally present on premises where the work is being done, CONTRACTOR shall maintain a competent Superintendent on the work site at all times, satisfactory to the Architect / CM. The Superintendent shall not be changed except with the written consent of the Architect / CM. The Superintendent shall represent CONTRACTOR in its absence and all directions given to the Superintendent shall be binding on CONTRACTOR.

C. Before commencing the Work, CONTRACTOR shall give written notice to OWNER and the Architect / CM of the name, qualifications, and experience of CONTRACTOR's proposed Project Manager and Superintendent. If either the Project Manager or Superintendent is found unsatisfactory by OWNER, CONTRACTOR shall replace that person with one acceptable to the OWNER.

D. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents.

E. Before commencing the Work, CONTRACTOR shall verify all grade lines, levels, and dimensions indicated on the Drawings and shall report any apparent error or inconsistencies to the Architect / CM before commencing work. CONTRACTOR shall not proceed until reported apparent errors and inconsistencies are corrected or otherwise resolved by the Architect / CM and OWNER.

F. CONTRACTOR shall establish and maintain all construction grades, lines, and bench marks, and be responsible for their accuracy and protection.

G. CONTRACTOR represents itself to OWNER as a skilled, knowledgeable, and experienced CONTRACTOR who will or has carefully studied and compared the Contract Documents with each other, and CONTRACTOR further represents it has or shall at once report to the Architect / CM any errors, inconsistencies, or omissions discovered in them. CONTRACTOR shall be liable to OWNER for damage resulting from errors, inconsistencies, or omissions in the Contract Documents that CONTRACTOR either:

1. Recognized and knowingly failed to report; or

2. Should have recognized, and which a similarly skilled, knowledgeable, and experienced contractor would have discovered, which CONTRACTOR negligently failed to recognize and report.

H. CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. CONTRACTOR shall take field measurements, verify field conditions, and carefully compare the field measurements and conditions and other information known to CONTRACTOR with the Contract Documents before commencing work. Errors, inconsistencies, or omissions discovered shall be reported to OWNER at once. Upon commencement of any item of work, CONTRACTOR shall be responsible for dimensions related to the item of work and shall make any corrections necessary to make work properly fit at no additional cost to OWNER. This responsibility for verification of dimensions is a non-delegable duty and may not be shifted to subcontractors or agents.

I. Omissions from the Plans, drawings, or Specifications, or the mis-description of details of work which are manifestly necessary to carry out the intent of the Plans, drawings, and Specifications, or which are customarily performed, shall not relieve CONTRACTOR from performing such omitted or mis-described work, but they shall be performed as if fully and correctly set forth and described in the Plans, drawings, and Specifications.

J. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately and completely with the Contract Documents.

ARTICLE 19 SUBSTITUTIONS

A. CONTRACTOR shall follow all instructions and requirements for substitutions set forth in the Instructions to Bidders and in this article.

B. OWNER desires that whenever possible all substitution requests be resolved prior to contract award. For that reason, no substitution requests, whether of "equal" materials, process, service, equipment, or otherwise, may be made after the bid date except by the express written permission of OWNER and on such terms as OWNER may require, or in the case of an emergency as where a specified material, process, service, equipment or other item has become unavailable through no fault of CONTRACTOR.

C. As to any emergency substitution request, CONTRACTOR shall timely submit the request, together with substantiating data, including substitution warranties, in order to prevent delays arising from the substitution request.

D. With respect to all proposed substitutions:

1. Every substitution request shall be on the substitution request form designated by OWNER, if any, and shall be accompanied by all substantiating data.

2. CONTRACTOR shall furnish with its substitution request all drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect / CM and OWNER in determining whether the proposed substitution is acceptable, including but not limited to the following:

a. Identify product by Specifications section and article numbers; provide manufacturer's name and address, trade name of product, and model or catalog number; list fabricators and suppliers as appropriate.
b. Attach product data as required by Specifications.
c. List similar projects using product, dates of installation, and names of Architect / CM/Engineer and owner.
d. Give itemized comparison of proposed substitution with specified product, listing variations and reference to Specifications section and article numbers.
e. Give quality and performance comparison between proposed substitution and specified product.
f. Give cost data comparing proposed substitution with specified product and amount of net change to contract sum.
g. Identify any required license fees or royalties.
h. List availability of maintenance services and replacement materials.
i. State the effect of the substitution on the construction schedule, and the effect of any changes required in other work or products; include a document waiving rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.

3. OWNER is not responsible for locating or securing any information which is not included in any substantiating data.

4. The proposed substitution must be, in the opinion of OWNER, substantially equal or better in every respect to what is specified. The burden of proof as to the quality or suitability of proposed substitutions shall be borne by CONTRACTOR.

5. With the assistance of the Architect / CM, OWNER shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the OWNR shall be final and conclusive.

6. All substitutions shall be submitted with a substitution warranty. Any substitution requests submitted without the warranty will not be considered but will be returned to CONTRACTOR without review or evaluation. If required by OWNER, CONTRACTOR shall provide an extended warranty for the requested substitution.

7. No extension of time shall be granted if the extension request arises from a request for substitution, whether by reason of delay in making the request, delay in OWNER's approval of the request, delay in obtaining other governmental approvals, delay in coordination of substitutions into or with other work or equipment, delay in obtaining the substituted items, increased time of installation or performance, or for any other reason.

8. Once any part or all of a substitution request has been denied, it is considered always denied.

9. A substitution request shall be submitted separately from any other submittal and shall be clearly marked as a "request for substitution."

10. If the substitution is accepted, CONTRACTOR shall bear all costs and be solely and directly responsible for fitting accepted substitute materials and equipment into the available space in a manner acceptable to the Architect / CM and OWNER, and for the proper operation of the substituted equipment with other equipment with which it may be associated. In addition, CONTRACTOR shall acknowledge in writing on CONTRACTOR's letterhead, that CONTRACTOR accepts complete responsibility for additional costs required for modifications to building or other materials and equipment and additional coordination of work.

11. Any additional time, including Architect / CM review time, and any additional coordination, inspection, materials, equipment, labor, tools, warranty extension, or other items necessary to either accomplish a substitution or arising as a result of a substitution request will be the sole responsibility of and at the sole expense of CONTRACTOR, who will reimburse OWNER for review or redesign services associated with approval by the Architect / CM and obtaining all required approvals by other agencies.

12. CONTRACTOR shall also be responsible for meeting all code requirements whether local, city, county, state, federal, or other.

E. If the substitution requested by CONTRACTOR is not substantially equal or better in every respect to that specified, in the opinion of DISTRCT, CONTRACTOR shall provide and/or perform as specified.

F. In the event CONTRACTOR furnishes a material, process, service, or equipment more expensive than that specified, the difference in cost of such material, process, service, or equipment furnished shall be borne by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded by CONTRACTOR to OWNER.

G. Any engineering, design, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substitution shall be borne entirely by CONTRACTOR. If a substitution is approved, any additional time required to obtain shop drawings, order materials, make modifications, perform testing, or whatever else is necessary to make the substitution function properly in place of the originally specified item shall be borne solely by CONTRACTOR. It will also be CONTRACTOR’s responsibility to acquire and install the substituted item in the time frame allowed under the Contract Documents. No time extension need be granted to CONTRACTOR for any substitution, except as OWNER in its sole discretion may deem appropriate.

ARTICLE 20 PROTECTION OF WORK AND PROPERTY

A. CONTRACTOR shall be responsible for all damages to persons or property which occur as a result of CONTRACTOR's fault or negligence in connection with performance under the Contract Documents, and for the proper care and protection of all materials delivered and work performed until completion and final acceptance by OWNER. With the exception of damage to the Work caused by "acts of God," as defined in Public Contract Code 7105, CONTRACTOR assumes the risk for damage or destruction of any or all work performed under the Contract Documents. CONTRACTOR shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and this article.

B. CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect, and properly maintain at all times, as directed by OWNER or the Architect / CM, or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. The name and position of the person so designated shall be reported in writing to OWNER by CONTRACTOR. CONTRACTOR shall correct any violation of safety laws, standards, orders, rules, or regulations. Upon issuance of a citation or notice of violation by the California Division of Occupational Safety and Health, the violation shall be corrected immediately by CONTRACTOR at CONTRACTOR's expense.

C. In an emergency affecting safety of life, work, or adjoining property, CONTRACTOR is permitted to act at its discretion without special instruction or authorization from the Architect / CM or OWNER to prevent any threatened loss or injury, and CONTRACTOR shall act if authorized or instructed by the Architect / CM or OWNER. Any compensation claimed by CONTRACTOR for emergency work shall be determined according to the Contract Documents.

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

1. Provide heat, covering, and enclosures necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions;

2. Take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and avoid damage to them, and repair any damage caused by construction operations;

3. When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site, and perform work which may interfere with school routine before or after school hours; enclose the work area with a substantial barricade and arrange work to cause a minimum of inconvenience and danger to students and staff in their regular school activities;

4. Provide substantial barricades around any shrubs or trees to be preserved;

5. Deliver materials to the building area over the route designated by the Architect / CM;

6. Take preventative measures to eliminate excessive dust;

7. Confine apparatus, storage of materials, and the operations of its workers within limits indicated by law, ordinances, permits, or directions of the Architect / CM and not unreasonably encumber the premises with materials;

8. Enforce all instructions of OWNER and the Architect / CM regarding signs, advertising, fires, danger signals, barricades, and smoking, and require that all persons employed on the Work comply with all regulations while on the construction site;

9. Exercise reasonable care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners; if markers are disturbed, they shall be replaced by an approved civil engineer at no cost to OWNER.

ARTICLE 21 USE OF ASBESTOS OR LEAD MATERIALS/PRODUCTS

A. CONTRACTOR shall not use any asbestos or lead containing products or materials in performing the work under the Contract Documents. Upon completion of the Project, CONTRACTOR shall certify in writing to OWNER that no asbestos or lead containing materials or products were used by CONTRACTOR or any subcontractor in performing the work required by the Contract Documents.

B. Should asbestos containing materials be installed by CONTRACTOR in violation of this certification, or if removal of asbestos containing materials otherwise a part of the Project, decontaminations and removals will meet the following criteria:

1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by Cal-OSHA.

2. Any asbestos removal contractor shall be a Cal-OSHA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by OWNER who shall have sole discretion and final determination in this matter.

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

C. Cost of all asbestos removal, including but not limited to the cost of an asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, and additional costs as may be incurred by OWNER shall be borne entirely by CONTRACTOR.

D. Interface of work for the Project with work containing asbestos shall be executed by CONTRACTOR at CONTRACTOR's risk and at CONTRACTOR's discretion with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos containing materials. By execution of the Construction Agreement, CONTRACTOR acknowledges the above and agrees to hold harmless OWNER, its governing board, or other governing body, employees, agents, and the Architect / CM and assigns for all asbestos liability which may be associated with this work. CONTRACTOR further agrees to instruct CONTRACTOR's employees with respect to the above standards, hazards, risks, and liabilities.

E. Should lead containing materials be installed by CONTRACTOR in violation of this certification, or if removal of lead containing materials is part of the Project, decontaminations and removals will meet the criteria approved by OWNER.

F. The cost of all removals or decontaminations resulting from the installation of materials in violation of this certification shall be at the sole expense of CONTRACTOR.

ARTICLE 22 LAYOUT AND FIELD ENGINEERING

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

ARTICLE 23 UTILITIES

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

B. If this Project is for repair or refurbishment to an existing (unoccupied) facility, CONTRACTOR may use existing OWNER utilities, with the written permission of OWNER, by making prearranged payments to OWNER for utilities used by CONTRACTOR for construction. Payments may be waived assuming nominal construction use / consumption.

ARTICLE 24 UTILITIES: REMOVAL, RESTORATION

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

B. This article shall not be construed to preclude assessment against CONTRACTOR for any other delays in completion of the Work. Nothing in this article shall be deemed to require OWNER to indicate the presence of existing service laterals or appurtenances whenever the presence of those utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes on or adjacent to the construction site.

C. If while performing work under the Contract Documents, CONTRACTOR discovers utility facilities not identified by OWNER in the contract Plans or Specifications, CONTRACTOR shall immediately notify OWNER and the utility in writing.

D. As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3, and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq

ARTICLE 25 SANITARY FACILITIES

CONTRACTOR shall provide temporary sanitary toilet facilities as required by law and additional facilities as directed by the Project Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition and left at the site until removal is directed by the Project Inspector. Use of toilet facilities contained in the Work under construction on this project is expected to be permitted with the approval of the Project Inspector.

ARTICLE 26 LABOR—FIRST AID

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

ARTICLE 27 CHANGES AND EXTRA WORK

A. As used in this article, the following definitions shall apply:

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

2. "Material" means all products, equipment, and devices that are physically incorporated into the work to be performed. Any costs or equipment, facilities, or services not physically incorporated in the work to be performed but necessary for its completion shall be considered "overhead." Cash or trade discounts available to the purchaser shall be credited to OWNER. Material costs secured by other than direct purchase and billing will be the price paid to the actual supplier as determined by OWNER. Markup will not be allowed. If cost of materials is deemed excessive, the price will be determined to be the lowest current wholesale price delivered to the site, less cash or trade discount.

3. "Equipment" costs shall include transportation and setup costs, if CONTRACTOR can substantiate that the Work could not have been performed economically with equipment already at the site. Rental costs shall not exceed rates set forth in the then-current **"Rental Rate Blue Book,"** published by Dataquest, Inc., Palo Alto, California, as adjusted to this region. Owned equipment costs shall not

exceed rates set forth in the then-current "Cost Reference Guide for Construction Equipment," published by Dataquest. Hours of usage must be documented by CONTRACTOR in order to be the basis for equipment utilization charges for Change Orders. CONTRACTOR will not be allowed to charge for idle equipment.

4. "Overhead" means any necessary costs and expenses incurred in the performance of the Work excluding "labor," "materials," and "equipment" as defined above.

B. Without invalidating the Contract Documents, OWNER may order extra work or make changes by altering, adding to, or deducting from the Work, and the contract sum shall be adjusted accordingly. All the work shall be subject to the conditions of the Contract Documents, except that any claim for extension of time caused by changes shall be adjusted at the time of ordering the change, with adjustments to time being made after CONTRACTOR has justified, through documentation, the impact on the critical path of the Project.

C. In giving instructions, the Architect / CM shall have authority to make minor changes in the Work not involving a change in cost and not inconsistent with purposes of the Project, subject to DSA approval. If so, authorized by OWNER, OWNER's Representative, if one has been identified, may authorize changes in work involving a change in cost that does not exceed $15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be performed unless pursuant to a written order from OWNER, and no claim for any addition to the contract amount or time shall be valid unless by written order of OWNER. A Change Order will not be officially approved until ratified by OWNER's Board of Trustees or other governing body.

D. If the Architect / CM determines that the work required to be done constitutes extra work outside the scope of the Contract Documents, the Architect / CM shall send a request for a detailed proposal to CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five calendar days of receipt of the request for proposal. If the work is to be performed by a subcontractor, CONTRACTOR's proposal must include a bid from the subcontractor.

E. If the Architect / CM determines the work required does not constitute extra work, or work for which CONTRACTOR may recover additional compensation, the Architect / CM shall so notify CONTRACTOR. If CONTRACTOR is not in agreement with the determination by the Architect / CM, CONTRACTOR shall immediately give notice of any claim as provided in the Contract Documents. CONTRACTOR shall perform the required work in timely fashion.

F. At the discretion of OWNER, the value of any extra work, change, or deduction shall be determined in one or more of the following ways:

1. By acceptable lump sum proposal from CONTRACTOR, a total sum for the changed work may be mutually determined by OWNER and CONTRACTOR. CONTRACTOR shall furnish a breakdown of the proposed lump sum cost satisfactory to OWNER, which shall be full and final compensation for the change, including time adjustment.

2. By contract unit prices contained in CONTRACTOR's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between OWNER and CONTRACTOR. Where payment for Change Orders is based on unit prices stipulated in CONTRACTOR's bid, those unit prices shall constitute the total equitable adjustment due for the change. If a change is ordered in an item or work covered by a contract unit price, and the change does not involve a substantial change in the character of the work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made based upon the increase or decrease in quantity and the contract unit price. In the case of such an increase or decrease in a major bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change which, together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and contract unit price. If a change is ordered in an item of work covered by a contract unit price, and the change does involve a substantial change in the character of the work from that shown on the Plans or included in Specifications, an adjustment in payment will be made in accordance with other sections of this article. Should any contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

3. Stipulated contract unit prices are those established by OWNER in the Contract Documents, as distinguished from contract unit prices submitted by CONTRACTOR, and may be used for the adjustment of contract changes. Whether set forth in the Contract Documents or subsequently agreed upon, all contract unit prices shall include overhead, profit, and increased premium on the Surety Bonds.

4. By cost of labor, material, equipment, and subcontract, plus a percentage for overhead and profit. If the value is determined by this method the following requirements shall apply:

a. Daily reports by CONTRACTOR, as follows:

i) **General.** At the close of each working day, CONTRACTOR shall submit a daily report to the Architect / CM and the Project Inspector on forms approved by OWNER, together

with applicable delivery tickets listing all labor, materials, and equipment involved fand for other services and expenditures, when authorized, concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Architect / CM and CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through CONTRACTOR.

ii) **Labor.** The report shall show names of workers, classifications, and hours worked and hourly rate. Project supervision expenses, including for foremen and above, are not allowed.

iii) **Materials.** The report shall describe, and list quantities of materials used and unit cost.

iv) **Equipment.** The report shall show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily costs.

v) **Other Services and Expenditures**. Other services and expenditures shall be described in such detail as OWNER may require.

b. Basis for Establishing Costs

i) **Labor.** The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classifications which would increase the extra work cost will not be permitted unless CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

ii) **Materials.** The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight, and delivery. OWNER reserves the right to approve materials and sources of supply, or to supply materials to CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by OWNER.

iii) **Tool and Equipment Rental.** No payment will be made for the use of tools which have a replacement value of $250 or less or where an invoice is not provided. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental sources or distributors at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently, and when not in use could be returned to its rental source at less expense to OWNER than holding it at the work site, it shall be returned, unless CONTRACTOR elects to keep it at the work site at no expense to OWNER. All equipment shall be acceptable to the Architect / CM in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

iv) **Other Items.** OWNER may authorize other items which may be required on the extra work. These items include labor, services, material, and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from CONTRACTOR or any of the Subcontractors. Detailed invoices covering all such items shall be submitted with the request for payment.

v) **Invoices.** Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, OWNER may establish the cost of the item involved at the lowest price which was current at the time of the report.

c. The following format shall be used by OWNER and CONTRACTOR as applicable to communicate proposed additions and deductions to the Contract Documents.

EXTRA / CREDIT

i) Material (attached itemized quantity and unit cost plus sales tax)
ii) Labor (attached itemized hours and rates)
iii) Subtotal
iv) If Subcontractor performed work, add Subcontractor’s overhead and profit to portions performed by it, not to exceed 10% of Item (iii) above
v) Subtotal

vi) CONTRACTOR's Overhead and Profit, including any increased bond costs, not to exceed 10% of Item (v)

vii) Total

viii) IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES AS DETERMINED BY ANY OF THESE METHODS EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM DELAYS OR ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM ACCELERATED WORK TO AVOID DELAYS TO THE PROJECT.

G. For changes that increase the contract price, and for required contingency work, CONTRACTOR may include amounts for overhead and profit. CONTRACTOR's overhead (general and administrative) and profit shall include, but not be limited to additional bond costs (exempt on contingency work), additional job site facilities costs, additional home and field office costs, additional administrative costs, additional cleaning, and additional project supervision costs (which includes but is not limited to a Project Manager and any and all additional personnel necessary to maintain the project progress within the approved contract schedule).

H. CONTRACTOR'S overhead, profit, and additional bond costs on the cost of work performed by CONTRACTOR shall be a total sum not exceeding 10 percent of the cost of work.

I. CONTRACTOR'S overhead, profit, and additional bond costs on the cost of work performed by Subcontractors of all tiers shall be a total sum not exceeding 10 percent of those costs.

J. Subcontractors' (all tiers) overhead and profit on the cost of work performed by Subcontractor shall be a total sum not exceeding 10 percent of the cost of labor, materials, rentals, etc.

K. Overhead and profit shall not be applied to taxes, delivery charges, and insurance by CONTRACTOR or its subcontractors or sub-subcontractors.

L. Before CONTRACTOR is authorized to proceed with extra work or changes on the basis set forth in this Article, OWNER and CONTRACTOR shall be in complete agreement on what the term "costs" shall include, and the percentage amount of fixed fee CONTRACTOR is to charge.

M. If CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation constitutes a change, extra work, or otherwise obligates OWNER to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver

of any provision in the Contract Documents, CONTRACTOR shall notify OWNER in writing of such claim within five calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual basis for the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is based. CONTRACTOR's failure to notify OWNER within the five-day period shall be deemed a waiver and relinquishment of such a claim. If the notice is given within the specified time, the procedure for its consideration shall be as stated in these General Conditions. In the event of failure to agree, the matter shall be treated as a claim following the claims procedures in the Contract Documents.

N. Costs which shall not be paid in Change Orders under the Contract Documents include but are not limited to interest costs of any type, claim preparation or filing costs, costs in preparing or reviewing proposed change orders or proposals, CQR's, ASI's, etc., lost revenue, lost profit, lost income or earnings, rescheduling costs, costs of idled equipment, lost earnings or interest on unpaid retainage, claims consulting costs, costs of corporate officers or staff visiting the site, fluctuation of foreign currency conversion or exchange rate costs, or loss of other business.

O. Notwithstanding any other provision in the Contract Documents, the adjustment in the contract price, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order, including any extensions of time, unless otherwise expressly stated in the change order. The amount of any compensation due CONTRACTOR shall be calculated pursuant to this Article. The compensation shall not include any additional charges not set forth in this Article and shall not include delay damages due to processing a change order or refusal to sign a change order, or any indirect, consequential, or incidental costs, including any project management costs, extended home office and field office overhead, administrative costs, or profit except as such matters may be authorized under this Article.

P. In furtherance of the intent to settle all change orders fully and finally at the issuance date of the change order, the following shall be expressly incorporated in writing and deemed incorporated in all change orders:

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD OR HOME OFFICE, OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL

OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER.

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

ARTICLE 28 CORRECTION OF WORK BEFORE FINAL PAYMENT

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

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

ARTICLE 29 DEDUCTIONS FOR UNCORRECTED WORK

A. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract Documents, after 10 days' written notice to CONTRACTOR, OWNER may make good such deficiencies without prejudice to any other remedy it may have.

B. OWNER shall reduce the total contract price by the cost of making good such deficiencies.

C. If OWNER deems it inexpedient to correct work not performed in compliance with the Contract Documents, an equitable deduction from the contract price shall be made.

ARTICLE 30 CLEANING UP

A. CONTRACTOR shall at all times keep the work site free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove all items.

B. Upon completion of the Work, CONTRACTOR shall clean the interior and exterior of each building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish any elements affected by the upgrade work including glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment, and remove temporary fencing, barricades, planking, sanitary facilities, and similar temporary facilities from the site. During nonuse summer break period, CONTRACTOR may stage non-hazardous and non-decomposable materials within the work space until work is completed in that space. During school use periods, when work is scheduled after hours, ALL waste shall be removed from each work space at the end of each work day, and the space shall be left clean and usable.

C. CONTRACTOR shall be required to dispose of all E-waste and shall provide to the OWNER detailed certified E-Waste lists within a reasonable period after each grouping of E-Waste removed.

D. If CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost for such cleanup shall be charged back to CONTRACTOR and may be deducted from future progress or final payments.

E. CONTRACTOR shall not include cleaning as an additional line item for change order payments. Cleaning is included in the overhead expenses included in the CONTRACTOR's and/or Subcontractor's overhead and profit percentage.

ARTICLE 31 ACCESS TO WORK

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

ARTICLE 32 GUARANTEE

A. CONTRACTOR warrants that the Work, including any equipment furnished by CONTRACTOR, shall be:

1. Free from defects in workmanship and material;

2. Free from defects in any design performed by CONTRACTOR;

3. New, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable industry standards; and

4. Suitable for the use stated in the Specifications.

B. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion to verify recording with the County and shall continue for the period set forth in the Specifications or for one year if not so specified. If during the warranty period the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

C. OWNER shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any damage to any other part of the Work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by OWNER and with due diligence and dispatch as required to make the Work ready for use by OWNER, ordinary wear and tear, unusual abuse, or neglect excepted. Such corrections shall include but not be limited to any necessary adjustments, modifications, changes of design (unless of OWNER's design), removal, repair, replacement, or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges, and labor as may be necessary, and cost of removal. Replacement shall be performed at a time and in such a manner so as to minimize the disruption to OWNER's use of the Work.

D. In the event CONTRACTOR or Surety fails to commence and pursue with diligence any replacements or repairs within one week after being notified in writing, OWNER is authorized to proceed to have any defects repaired at the expense of CONTRACTOR and Surety, and CONTRACTOR and Surety agree to pay the costs and charges immediately on demand.

E. If defective work creates a dangerous condition, in the opinion of OWNER, or requires immediate correction or attention to prevent further loss to OWNER or to prevent interruption or operations of OWNER, OWNER shall attempt to give the notice required by this Article. If CONTRACTOR or Surety cannot be contacted or neither complies with OWNER's request for correction within a reasonable time, as determined by OWNER, without regard to the provisions of this Article, OWNER may proceed to make the correction or provide the attention, and the costs of correction or attention shall be charged against CONTRACTOR. Any action by OWNER shall not relieve CONTRACTOR of the guarantees provided in this Article or elsewhere in the Contract Documents.

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

G. All guarantees required under this Article shall be considered to be in writing on the guarantee provided by CONTRACTOR, and CONTRACTOR shall use the form included in the Contract Documents unless otherwise agreed by OWNER.

H. OWNER may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 33 SURVEYS

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

ARTICLE 34 SOILS INVESTIGATION REPORT

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

B. CONTRACTOR agrees that it will make no claim against OWNER for damages in the event that during progress of the Work, CONTRACTOR encounters subsurface or latent conditions at the site materially different from those shown on drawings or indicated in Specifications or soils reports, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered in work of the type provided for in the Plans and Specifications.

C. If during the course of work under the Contract Documents CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, or drawings, or Specifications, CONTRACTOR shall notify OWNER of same within five working days of discovery of the condition.

WARNING: OWNER does not warrant the soils at the project site. A soils investigation report may be provided for CONTRACTOR'S information only. CONTRACTOR is solely responsible to ascertain site conditions for the purposes of determining construction means and methods before commencing construction.

ARTICLE 35 PERMITS AND LICENSES

A. All necessary permits and licenses shall be secured and paid for by CONTRACTOR unless otherwise provided in the Contract Documents.

B. All permits, licenses, and certificates shall be delivered to the Architect / CM before demand is made for the certificate of final payment.

C. CONTRACTOR shall, and shall require subcontractors to, maintain appropriate contractor's licenses in effect as required by law throughout the entire Project.

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

E. Permits and charges for installation and inspection of utility services by serving utilities shall be secured and paid for by OWNER.

ARTICLE 36 CUTTING AND PATCHING

A. CONTRACTOR shall do all cutting, fitting, or patching of the Work as required to make its several component parts come together properly, and fit it to receive or be received by any work of other contractors indicated on, or reasonable implied by, the drawings and Specifications, and shall follow all directions given by the Architect / CM.

B. Any cost caused by defective or ill-timed work shall be borne by CONTRACTOR.

C. CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work, and shall not cut or alter work of any other contractor except with the written consent of the Architect / CM.

D. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

E. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match the finishes, textures, and colors of the original work as closely as conditions of site and materials will allow, refinishing existing work as required, at no additional cost to OWNER.

F. CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases, CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not against OWNER. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

ARTICLE 37 TESTS AND INSPECTIONS

A. If the Contract Documents, OWNER's instructions, laws, ordinances, or any public authority requires any work to be specially tested or approved, CONTRACTOR shall give notice, in accordance with requirements of such authority, of CONTRACTOR's readiness for observation or inspection. Such notice shall be given at least two working days prior to being tested or covered up. If inspection is by authority other than OWNER, CONTRACTOR shall inform OWNER's Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by OWNER shall be promptly made, and where practicable, at the source of supply. If any work is covered up without approval or consent of OWNER, if required by OWNER, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense, in compliance with the Contract Documents. The cost of inspection or testing of any materials which are not in compliance with the Contract Documents shall be borne by CONTRACTOR. If the inspection or testing was paid for by OWNER, it will be charged back to and paid by CONTRACTOR. Other costs for tests and inspection of materials shall be paid by OWNER, unless otherwise provided in the Contract Documents.

B. Where the inspection and testing will be conducted by an independent laboratory or agency, the materials or samples of materials to be tested shall be selected by the laboratory or agency, or OWNER's representative, and not by CONTRACTOR.

C. CONTRACTOR shall notify OWNER in writing a sufficient time in advance of the manufacture of any materials to be supplied to CONTRACTOR under the Contract Documents, which materials must be tested according to the terms of the Contract Documents, in order that OWNER may arrange for testing at the source of supply. Materials shipped by CONTRACTOR from the source of supply without having satisfactorily passed testing and inspection, or prior to receipt of notice from OWNER that testing, and inspection will not be required, shall not be incorporated into the Work without the prior approval of OWNER and subsequent testing and inspection.

D. Reexamination or retesting of questioned work may be ordered by OWNER, and if so ordered any work must be uncovered by CONTRACTOR. If the work is determined to be in accordance with the Contract Documents, OWNER shall bear the costs of reexamination or retesting and replacement. If the work is not in accordance with the Contract Documents, CONTRACTOR shall bear the costs.

ARTICLE 38 EXCAVATION DEEPER THAN FOUR FEET

A. CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation. Any such method used shall conform to applicable safety standards.

B. If the Contract Documents involve the excavation of any trench or trenches more than four feet in depth, in advance of excavation CONTRACTOR shall submit to OWNER, or to whomever OWNER designates, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches. If the plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety of the Department of Industrial Relations, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs of the plan shall be included in the contract price. In no case shall the plan be less effective than that required by the Construction Safety Orders. No excavation of any trench or trenches shall be commenced until the plan has been accepted by CAL-OSHA and a CAL-OSHA permit for the plan is delivered to OWNER.

C. If the Contract Documents involve digging trenches or excavations that extend deeper than four feet below the surface, the following shall apply:

1. Before the following conditions are disturbed, CONTRACTOR shall promptly notify OWNER in writing of any:
   a. Material that CONTRACTOR believes may be hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
   b. Subsurface or latent physical conditions at the site different from those indicated.
   c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

2. OWNER shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost or the time required for performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

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

ARTICLE 39 WORKERS

A. At all times, CONTRACTOR shall enforce strict discipline and good order among its employees, shall not employ any unfit person or anyone not skilled in the work assigned, and shall require the same of all subcontractors of all tiers. It shall be the responsibility of CONTRACTOR to ensure subcontractor compliance with this Article.

B. Any person in the employ of CONTRACTOR or subcontractors whom OWNER may deem to be incompetent, unfit, troublesome, or otherwise undesirable, shall be excluded from the work site and shall not again be employed on it except with written consent of OWNER.

ARTICLE 40 FINGERPRINTING WORKERS

A. CONTRACTOR shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees and pupil safety. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of sections 45125.1 and 45125.2. To this end, CONTRACTOR must complete and submit to OWNER the certification form included in the Contract Documents for itself and its subcontractors prior to commencing work on the Project. At CONTRACTOR's expense, CONTRACTOR shall comply with any directive from OWNER specifying measures to ensure the safety of pupils, including but not limited to one or more measures described in Education Code section 45125.2(a).

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER's pupils, application shall be made to OWNER for a determination on that question. The determination by OWNER shall be final. In the event OWNER makes a determination of limited or less contact with pupils, CONTRACTOR shall comply with any directive by OWNER to ensure the safety of pupils, at CONTRACTOR's expense.

C. Use of Education Code section 45125.2(a)(1), (2), or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on the application of any of these sections shall be final.

D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

ARTICLE 41 WAGE RATES AND PAYROLL RECORDS

A. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2, of the California Labor Code, OWNER has ascertained the general prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the work of the Project in the locality in which this public work is to be performed. The general prevailing rates of per diem wages are available at OWNER's office. CONTRACTOR is responsible to pay those rates determined to be applicable by the Director of the Department of Industrial Relations and OWNER shall not be responsible for any damages arising from the error.

B. When permitted by law, holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.

C. CONTRACTOR shall pay and shall cause to be paid to each worker engaged in work on the Project not less than the general prevailing rate of per diem wages, regardless of any contractual relationship which may exist between CONTRACTOR or any Subcontractor and such workers.

D. Pursuant to Labor Code Section 1775, CONTRACTOR shall forfeit, and OWNER shall withhold from payments to CONTRACTOR not more than $200 for each calendar day any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR on the Project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates shall be paid to each worker by CONTRACTOR.

E. Any worker employed to perform work on the Project which is not covered by any classification available in OWNER's office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

F. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel, subsistence, apprenticeship, and similar purposes.

G. At appropriate conspicuous points on the site of the Project, CONTRACTOR shall post job site notices prescribed by the Department of Industrial Relations, including but not limited to, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

H. CONTRACTOR shall submit a breakdown of all labor costs for this Project by trade. This breakdown shall be for all labor that CONTRACTOR or any subcontractor supplies to the Project. This information shall be provided to OWNER before the first payment request after the Notice to Proceed has been issued. Failure to provide the labor cost breakdown will result in delay in processing the payment request until the complete cost breakdown is provided by CONTRACTOR and received and approved by OWNER. No other labor expenses will be considered unless approved in writing by OWNER.

I. Pursuant to the provisions of Labor Code Section 1776, CONTRACTOR shall keep and shall cause each Subcontractor performing any portion of the work on the Project to keep an accurate payroll record,

showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the Project.

J. The payroll records required under this article shall be certified and shall be available for inspection at all reasonable hours at CONTRACTOR's principal office on the following basis:

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

2. A certified copy of all required payroll records shall be made available for inspection or furnished upon request to a representative of OWNER, the Division of Labor Standards Enforcement, and/or the Division of Apprenticeship Standards of the Department of Industrial Relations;

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

4. The form of certification shall be as follows:

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

Dated: _____ **Signature:** _____

K. Contractor shall file a certified copy of the required payroll records with the entity requesting the records within 10 days after receipt of a written request. In the event CONTRACTOR fails to comply within the 10-day period, as a penalty to OWNER CONTRACTOR shall forfeit $100 for each Calendar day, or portion of each calendar day, for each worker until strict compliance is effectuated. Upon request by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

L. Payroll records made available for inspection as copies and furnished upon request to the public by OWNER, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. Payroll records furnished to agencies that are included in the Joint Enforcement Strike Force on the Underground Economy and other law enforcement agencies investigating violations of law shall be unredacted. The name and address of CONTRACTOR shall not be marked or obliterated in either case.

M. CONTRACTOR shall inform OWNER of the location of the payroll records, including the street address, city, and county, and within five working days shall provide a written notice of a change of location and address.

N. It shall be CONTRACTOR's responsibility to ensure compliance with the provisions of this article and the provisions of Labor Code Section 1776.

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

ARTICLE 42 APPRENTICES

A. CONTRACTOR acknowledges and agrees that the Contract Documents are governed by the provisions of Labor Code Section 1777.5 where applicable. It shall be CONTRACTOR's responsibility to ensure compliance with this article and with Labor Code Section 1777.5 for all apprenticing occupations.

B. Apprentices of any crafts or trades may be employed, and when required by Labor Code Section 1777.5 shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

C. Every apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which the apprentice is registered and shall be employed only at the work of the craft or trade to which the apprentice is registered.

D. Only apprentices as defined in Labor Code Section 3077 who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards, and who are parties to written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which the apprentice is in training, or (2) the rules and regulations of the California Apprenticeship Council.

E. Pursuant to Labor Code Section 1777.5, CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade performing any work under the Contract Documents shall employ apprentices in at least the ratio set forth in Labor Code Section 1777.5, and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the project site for a certificate approving CONTRACTOR or Subcontractor under the applicable apprenticeship standards for the employment and training of apprentices in the area of industry affected.

F. Prior to commencing work on the Project, CONTRACTOR shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the project site. The information submitted shall include an estimate of journeyman hours to be performed on the Project, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to OWNER if requested. Within 60 days after concluding work on the Project, CONTRACTOR and all Subcontractors shall submit a verified statement of the journeyman and apprentice hours performed on the Project to the awarding body, if requested, and to the apprenticeship program. This information shall be public.

G. If in performing any of the Work, CONTRACTOR employs journeymen or apprentices in any apprenticeable craft or trade, CONTRACTOR shall contribute to the California Apprenticeship Council the same amount that the Director of Industrial Relations determines is the prevailing amount of apprenticeship training contributions in the area of the Project, subject to any credits permitted by law.

H. If CONTRACTOR or any Subcontractor is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Labor Code Section 1777.5, it shall:

1. Forfeit as a civil penalty an amount not exceeding $100 ($300 for knowing subsequent violations) for each full calendar day of noncompliance. Notwithstanding Labor Code Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Labor Commissioner, OWNER shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

2. In lieu of the monetary penalty, for a first-time violation and with the concurrence of a specified apprenticeship program, the Labor Commissioner may order CONTRACTOR or any Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

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

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

I. CONTRACTOR and all Subcontractors shall comply with Labor Code Section 1777.6, which forbids certain discriminatory practices in the employment of apprentices.

J. CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Labor Code Sections 1777.5, 1777.6,

and 1777.7, and Title 8, California Code of Regulations, Section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

ARTICLE 43 HOURS OF WORK

A. CONTRACTOR shall furnish, and shall require all Subcontractors to furnish, sufficient forces to ensure the Work is prosecuted in accordance with the detailed project schedule without payment of overtime wage rates whenever possible.

B. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by CONTRACTOR, or by any subcontractor, upon the Work or upon any part of the work contemplated by the Contract Documents is limited and restricted to eight hours per day and 40 hours during any one week. Upon completion of all hours worked in excess of eight hours per day, work shall be permitted upon this Project at not less than one and one-half times the basic rate of pay.

C. CONTRACTOR shall keep, and shall cause all subcontractors to keep, an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all reasonable hours to the inspection of OWNER and to the Division of Labor Standards Enforcement, Department of Industrial Relations.

D. Saturdays, Sundays, holidays (including all OWNER designated holidays), and any day with work hours before 7:30 a.m. and/or after 4:00 p.m. shall be considered overtime for OWNER's representatives, consultants, and inspectors, and shall be compensated as such by CONTRACTOR per OWNER's submitted invoice. Such cost shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.

E. As a penalty, CONTRACTOR shall pay $25 to the Department of Industrial Relations or OWNER for each worker employed by CONTRACTOR or by any subcontractor in the performance of the Contract Documents for each calendar day during which the worker is required or permitted to work more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

F. Any work performed before or after regular working hours or on Saturdays, Sundays, or holidays (including all OWNER designated holidays) shall be performed without additional expense to OWNER. Should inspection or testing services be necessary on a Saturday, Sunday, or holiday (including all OWNER designated holidays), CONTRACTOR shall pay all additional expenses incurred. Such cost shall be billed to CONTRACTOR and deducted from the next payment.

G. CONTRACTOR shall anticipate work that would occur outside the normal work hours of 7:30 a.m. to 4:00 p.m. Such activities would include but are not limited to early morning concrete pours (because of hot weather), early or late material deliveries, required off- site inspections, or any other activity that would require the Project Inspector or OWNER personnel to work longer than an eight hours day.

H. The Project Inspector cannot be asked to leave the Project after eight hours of work so CONTRACTOR would not have to pay overtime. If the extended work day is a result of CONTRACTOR'S work, the Project Inspector will perform its DSA assigned work as necessary to assure the Project is kept on schedule and CONTRACTOR is responsible to pay all costs associated with fulfilling these DSA assignments, including the Project Inspector's overtime. These costs shall be billed to CONTRACTOR and deducted from subsequent progress payments or the final payment.

ARTICLE 44 NONDISCRIMINATION

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

ARTICLE 45 COST BREAKDOWN AND PERIODICAL ESTIMATES

A. On forms approved by OWNER, CONTRACTOR shall furnish the following:

1. Within 10 Calendar days of award of contract, a detailed estimate giving a complete breakdown of contract price for each Project or site, which shall include all Subcontractor/supplier agreements showing dollar amount of these agreements to justify the schedule of values; and

2. A periodical itemized estimate of work done for the purpose of making partial payments; and

3. A schedule of estimated monthly payments due CONTRACTOR within 10 days of request by OWNER.

B. Values employed in making up any of these schedules are subject to the Architect / CM's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price unless OWNER in its sole discretion so elects.

ARTICLE 46 PAYMENTS

A. Unless otherwise specified in writing, each month within **30 days** after receipt by OWNER of the monthly progress schedule and the certification of application for payment by the Architect / CM, OWNER shall pay to CONTRACTOR a sum equal to **95 percent** of the value of work performed and materials delivered subject to or under the control of OWNER and unused up to the last day of the previous month, less aggregate previous payments. In its sole discretion, OWNER may also deduct from these payments any amounts deemed due from CONTRACTOR.

B. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the **fifth day of the month** during which payment is to be made.

C. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect / CM stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents. The certificate shall be attached to and made a part of the payment request filed with OWNER. The certificate of the Architect / CM shall not be conclusive upon OWNER, but advisory only.

D. If within three days after written demand the Architect / CM fails to deliver such certificate, CONTRACTOR may file its payment request with OWNER without the certificate, but the request shall be accompanied by a statement that demand was made for the certificate and was refused. OWNER will then either allow the payment request as presented or shall by an order entered on the minutes of OWNER state the reasons for refusing to make payment.

E. Work completed as estimated shall be an estimate only and no inaccuracy or error in an estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of the Contract Documents, and OWNER shall have the right to subsequently correct any error made in any estimate for payment.

F. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT REQUESTS PROCESSED OR ANY PAYMENT FOR WORK PERFORMED SO LONG AS CONTRACTOR HAS FAILED TO COMPLY WITH ANY LAWFUL OR PROPER DIRECTION CONCERNING THE WHOLE OR ANY PORTION OF THE WORK GIVEN BY OWNER OR THE ARCHITECT / CM.

G. OWNER has discretion to require from CONTRACTOR any of the following information with the application for payment: (1) certified payroll covering the period of the prior application for payment, (2) unconditional waivers and releases from all Subcontractors/suppliers for which payment was requested under the prior application for payment, (3) receipts or bills of sale for any items. In addition, upon submittal of the first payment request, a complete per diem wage rate breakdown for all trades must be submitted in order for the payment request to be processed.

H. PAYMENT BY OWNER OF ANY PAYMENT REQUEST IS NOT AN INDICATION THAT OWNER HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK, NOR SHALL PAYMENT CONSTITUTE A WAIVER IN ANY RESPECT OF ANY OWNER RIGHTS.

I. The final payment of **5 percent** of the value of the work done under the Contract Documents, if unencumbered, may be made **35 days** after the Notice of Completion is recorded by OWNER. ACCEPTANCE WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OROTHER GOVERNING BODY OF OWNER IN ACCORDANCE WITH THE PROVISIONS ON "COMPLETION."

J. Unless otherwise agreed in writing, on or before making request for final payment of the undisputed amount due under the Contract Documents, CONTRACTOR shall submit to OWNER the following in writing:

1. Information on CONTRACTOR's results in attaining compliance with the OWNER's three percent participation goal for Disabled Veterans Business Enterprises;

2. A summary of all claims for compensation under or arising out of the Contract Documents, stating whether the claims are settled or unsettled and the amounts of the claims, and further specifying the date(s) upon which any required protest and/or notice was given to OWNER;

3. A written release of all claims against OWNER arising by virtue of the Project, the Work, and the Contract Documents. Payment of undisputed amounts is contingent upon receipt of this waiver.

ARTICLE 47 PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

A. All transportation and utility services not later than the 20th day of the calendar month following the month in which the services are rendered;

B. Ninety-five percent of the cost of all materials, tools, and other expendable equipment, not later than the 20th day of the calendar month following the month in which the materials, tools, and equipment are delivered to the project site, and the balance of the cost not later than the 30th day following completion of that part of the work in which the materials, tools, and equipment are incorporated or used; and

C. To each of its subcontractors the respective amounts allowed CONTRACTOR on account of work performed by each subcontractor not later than the fifth day following each payment to CONTRACTOR.

ARTICLE 48 PAYMENTS WITHHELD

A. In addition to any amount(s) which OWNER may retain under the article entitled "PAYMENTS,"

OWNER may withhold sufficient amount(s) of any payment(s) otherwise due to CONTRACTOR, as in its judgment may be necessary to cover the following:

1. Payments which may be past due and payable for claims against CONTRACTOR or any Subcontractors at any level for labor or materials furnished in the performance of work under the Contract Documents.

2. Defective work not remedied.

3. Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.

4. Completion of work if there exists a reasonable doubt that the work can be completed for the balance then unpaid.

5. Damage to another contractor.

6. All costs and expenses associated with OWNER having to acquire alternate educational facilities if CONTRACTOR fails to complete the Project within the period of time required by the Contract Documents.

7. Project schedule not up-to-date with the current payment request.

8. Overtime charges due consultants, Project Inspectors, the Architect / CM, and OWNER or others as a result of extra services that were provided at CONTRACTOR's request or as a result of actions of CONTRACTOR or those employed by CONTRACTOR, including subcontractors, material suppliers, or others will be withheld from current payment requests.

9. CONTRACTOR agrees that OWNER may withhold 150 percent of the estimated cost of any additional testing or retesting required as a result of the fault or negligence of CONTRACTOR, or Subcontractors, vendors, or suppliers, until such time as OWNER receives confirmation that payment for such additional testing or retesting has been made.

10. Failure to maintain a current record set of drawings. The drawings shall be updated to the date when the payment request is submitted.

11. Failure to submit daily reports.

12. Failure to submit items required to accompany payment requests at initial and final completion.

13. Failure to submit and keep current any construction schedule required by the Contract Documents.

14. Failure to compensate the Architect / CM for substitution review within the required time period.

15. Failure to compensate OWNER for overtime charges for OWNER representatives and employees incurred as a result of services provided during the current payment period.

16. Failure to compensate OWNER and/or the Architect / CM for the cost of review time to evaluate CONTRACTOR'S proposed solutions to effect repair of work not in accordance with Contract Documents.

17. Failure to submit per diem wage rates for all trades pursuant to appropriate provisions of the General Conditions.

18. Penalties for violation of labor laws.

19. Cost of site clean-up.

20. Required payments to indemnify, hold harmless, or defend OWNER.

21. Compensation for unpaid extra services for the Architect / CM caused by CONTRACTOR.

22. Compensation for unpaid extra services for the Project Inspector, including but not limited to reinspection required due to CONTRACTOR's failed tests, installation of unapproved or defective materials, or CONTRACTOR's requests for inspection and failure to attend the requested inspection.

23. Any liquidated damages, forfeiture of fees, or other damages assessed against CONTRACTOR by reason of failure to complete the Project on time.

B. OWNER may apply the withheld amount(s) to the payment of any claims or obligations at its discretion. OWNER may apply the withheld amount(s) to the payment of any claims or obligations at its discretion. In so doing, OWNER shall be deemed the agent of CONTRACTOR and any payment made by OWNER shall be considered to be a payment made under the Contract Documents by OWNER to CONTRACTOR, and OWNER shall not be liable to CONTRACTOR for the payments made in good faith. The payments may be made without prior judicial determination of the claim or obligations. OWNER shall submit to CONTRACTOR an accounting of the funds disbursed on behalf of C*O*NTRACTOR.

ARTICLE 49 SUBSTITUTION OF SECURITIES

A. Pursuant to the provisions of Public Contract Code section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure its performance under the Contract Documents. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the Project, the securities shall be returned to CONTRACTOR.

B. Securities eligible for investment under this article shall include those listed in Government Code section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER.

C. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest.

D. All expenses relating to the substitution of securities under Public Contract Code section 22300 and this article, including but not limited to OWNER's overhead and administrative expenses and expenses of escrow agent, shall be CONTRACTOR’s responsibility.

E. Should the value of the substituted security at any time fall below the amount for which it was substituted, or any other amount which OWNER determines to withhold, CONTRACTOR shall immediately and at CONTRACTOR'S expense deposit additional security qualifying under Public Contract Code section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Contract Documents.

F. In the alternative, under Public Contract Code section 22300, at its own expense, CONTRACTOR may request OWNER to make payment of earned retention funds directly to the escrow agent.

G. All escrow agreements shall be in conformance with the Escrow Agreement for Security Deposits in Lieu of Retention set forth in Public Contract Code section 22300 and shall be in the form of agreement provided by OWNER unless otherwise agreed in advance.

ARTICLE 50 PROGRESS SCHEDULE

A. Immediately after being awarded the Construction Agreement, CONTRACTOR shall prepare an estimated progress schedule and submit it to OWNER for review. The schedule shall indicate the beginning and completion dates of all phases of construction.

B. The schedule shall be updated at reasonably required intervals throughout the Project, unless specifically required to be updated at more frequent intervals.

C. Additional scheduling requirements may be contained in the attached Supplemental General Conditions.

D. While OWNER does not discourage efforts by CONTRACTOR to accomplish an early completion of the Project, CONTRACTOR is directed to utilize and schedule the entire construction period set forth in the Construction Agreement. Any portion of the construction period not so scheduled shall be considered "float" and used the same as other float under the Contract Documents.

ARTICLE 51 EXTENSION OF TIME—LIQUIDATED DAMAGES

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

B. Providing CONTRACTOR has protested and/or given notice of delays on the Project as required by these Contract Documents, CONTRACTOR shall not be charged for liquidated damages as set forth above because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. OWNER shall ascertain the facts

and extent of delay and grant extension of time for completing work when, in its judgment, the facts justify an extension. OWNER's findings of fact shall be final and conclusive on the parties. Extension of time shall apply only to that portion of work affected by the delay and shall not apply to other portions of work not so affected. Any dispute pertaining to a request for time or assessment of liquidated damages shall be resolved pursuant to the provisions on resolution of construction claims in the Contract Documents.

C. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary to incur any costs and/or expenses, or if OWNER receives any claims by other contractors, subcontractors, or third parties claiming time or other compensation by reason of CONTRACTOR's failure to complete work on time, CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional Architectural fees, whether related to the acquisition of facilities or caused by the delay in completion. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

D. Within 10 days of the beginning of any delay (unless OWNER grants in writing a further period of time to file notice prior to the date of final completion of the Project), CONTRACTOR shall notify OWNER in writing of the causes for the delay. Failure to give the required notice in writing within the time provided shall be interpreted as a failure by CONTRACTOR to properly administer the Contract Documents, Project, and Work, and shall constitute a waiver by CONTRACTOR of all claims of any kind and nature, without limitation, arising from the delay. In addition to this notice, in any instance where CONTRACTOR claims delay was caused by OWNER, the Architect / CM or their consultants, Inspector of Record, Division of State Architect, or anyone claimed to be an agent of them, and as a precondition to any right to claim additional time, prior to making any request for time, CONTRACTOR shall have satisfied the obligation of the Contract Documents to protest the delay.

E. Extensions of time shall be based solely upon the effect of delays to the work as a whole and will not be granted unless CONTRACTOR can demonstrate through analysis of the current updated schedule that the delay was caused by one of the causes for which an extension is authorized. A time extension will not be granted unless CONTRACTOR submits a Time Impact Analysis which utilizes networking techniques (fragments) and a written analysis of the facts which are alleged to have caused the delay. Time extensions will not be allowed for delays to parts of the work not on the critical path of the currently approved monthly updated construction schedule. Time extensions will not be granted until all available float, slack, or contingency time on the Project is used and the end date of the Work is moved beyond the current adjusted contract completion date. CONTRACTOR's sole remedy for delay or extensions of time in all cases except those due to unanticipated or unreasonable delay caused by OWNER shall be an extension of the contract time at no cost to OWNER. Additional scheduling requirements in cases of delay or requests for time may be included in supplementary conditions.

ARTICLE 52 OCCUPANCY

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

ARTICLE 53 CONTRACT CLOSEOUT

A. Utility Connections: The building and/or buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made, and existing services reconnected.

B. Record Drawings:

1. CONTRACTOR shall keep the following:

a. One complete set of blue line prints of all drawings which form a part of the Project in good order and available on the job site. They shall be used only for the purpose intended. Drawings shall be kept up-to-date as the Work progresses and shall be available at all times for inspection.

b. One set of annotated Specifications reflecting any and all changes to the original documents from change orders, substitutions, or any other deviations from the original specifications.

2. The intent of this procedure is to obtain an exact "as built" record of the work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings:

a. Any work not installed as indicated on drawings.

b. The exact locations and elevations of all covered utilities, including valves, cleanouts, etc.

3. CONTRACTOR shall certify to OWNER the accuracy of the record drawings and annotated Specifications and is liable and responsible for inaccuracies in as-built and/or record drawings and the annotated Specifications, even if they do not become evident until a future date.

4. Upon completion of the Work and correction of all punch list items and as a condition precedent to approval of final payment, CONTRACTOR shall obtain the Architect / CM's review of the marked up record set of prints and annotated Specifications and employ an appropriately trained individual to transfer the as- built information to a form of electronic media, acceptable to the Architect / CM and OWNER, containing the original Drawings. CONTRACTOR shall provide the electronic as-built drawings to the Architect / CM. When as-built information has been transferred to the acceptable electronic medium and the record drawings have been reviewed by the Architect / CM, CONTRACTOR shall pay for a duplicate set of contract drawings to be used for CONTRACTOR's record drawings. Those final corrected record drawings shall also be saved on electronic media, in a format designated by OWNER, and shall be given to OWNER. Reproduction expenses for the drawings shall be paid for by CONTRACTOR out of the allowance and any difference returned to OWNER.

5. CONTRACTOR shall deliver to the Architect / CM three complete sets of operating manuals, repair parts lists, and service instructions for all electrical and mechanical equipment, together with equipment warranties.

C. **Maintenance Manuals:** At least 30 days prior to final inspection, three copies of complete operational and maintenance manuals shall be submitted for review. All installation, operating, and maintenance information and drawings shall be bound in 8½ x 11" binders, indexed with tabs, and include tables of contents. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in case of emergencies. Identifying labels shall provide names of manufacturers, their addresses, ratings, and capacities of equipment and machinery.

D. **Inspection Requirements:**

1. Before calling for final inspection, CONTRACTOR shall determine that the following work has been performed:

   a. General construction has been completed;

   b. Mechanical and electrical work complete, fixtures in place, connected and ready for tryout and test;

c. Electrical circuits scheduled in panels and disconnect switches labeled;

d. Painting and special finishes complete;

e. Doors complete with hardware, cleaned of protective film, in good working order without sticking or binding;

f. Tops and bottoms of doors stained/painted and sealed;

g. Floors waxed and polished as specified;

h. Broken glass replaced, and glass cleaned;

i. Grounds cleared of CONTRACTOR'S equipment, raked clean of debris, and trash removed from site;

j. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;

k. Finished and decorative work shall have marks, dirt, and superfluous labels removed;

l. All flatwork shall have all stains removed including but not limited to oil, gas, rust, paint, etc.

2. Final inspection will be made by the Architect / CM and specified OWNER personnel upon written notification from CONTRACTOR that work has been completed. CONTRACTOR must prearrange a final inspection with OWNER and Project Inspector. There should be a minimum of seven days' notice to OWNER and Project Inspector before the final inspection is scheduled. CONTRACTOR shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from CONTRACTOR that all items have been corrected the Architect / CM and Project Inspector or OWNER will reinspect for final acceptance of the Project. Failure of CONTRACTOR to complete punch list items will necessitate further reinspection by the Architect / CM and Project Inspector or OWNER. Cost of reinspection will be deducted from the amounts owing to CONTRACTOR.

3. Deliver keys (labeled) to OWNER's representative. Master keys shall be accounted for in writing.

4. Furnish a letter to OWNER stating that a responsible representative of OWNER (give name and position) has been instructed in working characteristics of mechanical and electrical equipment.

E. **Guarantee:** Upon completion of final inspection, CONTRACTOR is to submit the guarantee to OWNER as specified in the Contract Documents.

F. **Manufacturer Warranties:** CONTRACTOR shall deliver 10 days prior to final inspection, original manufacturer warranties for all materials, equipment and/or supplies purchased and/or installed under the Contract Documents.

G. **Equipment Training:** Prior to final inspection, CONTRACTOR is responsible for providing the appropriate training for a minimum of two personnel of OWNER for each trade for the newly installed mechanical and electrical equipment required under the Contract Documents.

H. **Contract Closeout Items Specified Within this Article are Mandatory:** The parties agree that, should the required items not be furnished to OWNER, as stated or within 30 days of completion of all other work, OWNER will suffer damage which damage will be difficult, impossible or impractical to assess. For that reason, in accordance with Government Code Section 53069.85, the parties agree the following sums shall be assessed as fixed and liquidated damages and not as a penalty:

1. **Record Drawings**—$25,000 or 10 percent of contract price, whichever is less;

2. **Maintenance Manuals**—$5,000 or 10 percent of contract price, whichever is less;

3. **Guarantee**—$25,000 or 10 percent of contract price whichever is greater;

4. **Manufacturer Warranties**—$5,000 for each product or 10 percent of contract price whichever is greater;

5. **Equipment Training**—$10,000 for each system or 10 percent of contract price whichever is greater.

I. In addition, the Notice of Completion will not be filed until either such amounts are paid, or the items are provided. However, OWNER may also elect to file the Notice of Completion and pay retention after deducting such amounts. If CONTRACTOR disputes the amounts or OWNER's right to withhold these amounts, OWNER may withhold up to 150 percent of the disputed amount.

ARTICLE 54 COMPLETION

A. OWNER shall accept the completion of the Project when all of the following conditions have been met:

1. The entire Work or Project (including all phases if a project is phased) including minor corrective items is completed to the satisfaction of OWNER;

2. The final DSA report has been filed with the State;

3. By action of its governing board or other governing body, OWNER has accepted the Project to be complete.

4. The Notice of Completion for the entire Project has been filed and recorded.

B. A final walk-through of the Project to determine completion of the Work and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete, including minor corrective items.

1. CONTRACTOR's Project Manager and Superintendent(s) shall attend the final walk-through. A representative(s) of OWNER shall also attend.

2. Should OWNER incur any costs by reason of an erroneous or premature claim of completion by CONTRACTOR that results in a premature walk-through, OWNER may withhold such costs from any money due or to become due to CONTRACTOR.

3. Any incomplete or corrective items shall be identified in the final walk- through of the Project.

4. Incomplete and corrective items identified in any walk-through shall be completed before CONTRACTOR calls for a subsequent walk-through, which shall be treated as and bear the same consequences as the initial call for a walk- through.

C. **Alternative Process:** OWNER shall have the option in its sole discretion to accept completion of the Work and have the Notice of Completion recorded when the entire Work is completed to OWNER's satisfaction, except for minor corrective items as distinguished from incomplete items.

1. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, it shall be on the following conditions:

a. The entire Work or Project (including all phases if a project is phased), excluding minor corrective items, is complete to OWNER's satisfaction;

b. The final DSA report shall be filed with the State as soon as appropriate;

c. By action of its governing board or other governing body, OWNER has accepted the Project to be complete.

d. The Notice of Completion for the entire project has been filed and recorded.

2. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, there shall be a final walk-through of the Project, as follows:

a. Final walk-through shall be made upon a valid claim by CONTRACTOR that the Project is complete, excepting only minor corrective items;

b. CONTRACTOR's Project Manager and Superintendent(s) shall attend the final walk-through. OWNER may be represented by anyone designated by OWNER's Representative, including but not limited to the Project Inspector, management, and/or representatives from Maintenance and Operations;

c. Should OWNER incur any costs by reason of an erroneous or premature claim of completion by CONTRACTOR that results in a premature walk-through, OWNER may withhold such costs from any money due or to become due to CONTRACTOR.

d. All remaining work, including minor incomplete or corrective items, shall be identified in the final walk-through of the Project;

e. Incomplete and corrective items identified in any walk-through shall be completed before CONTRACTOR calls for a subsequent walk-through, which shall be treated as, and bear the same consequences as, the initial call for a walk-through.

3. Should OWNER elect to accept the Work as complete prior to completion of the entire Work or Project, and if CONTRACTOR fails to complete the minor corrective items prior to the expiration of a 35-day period immediately following recording of the Notice of Completion, OWNER shall withhold from the final payment an amount equal to 150 percent of the estimated cost, as determined by OWNER, of each incomplete or corrective item until such time as the item is completed.

4. If at the end of an additional 30-day period, there are items remaining to be corrected, OWNER may elect to:

   a. Permit additional time for completion;

   b. Complete the Work at the expense of CONTRACTOR, deducting the cost of work from any amounts being withheld.

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

ARTICLE 55 CLAIMS FOR DAMAGES

A. If CONTRACTOR claims compensation for any damage allegedly sustained by reason of any acts or omissions of OWNER or its agents, CONTRACTOR shall submit to the ARCHITECT / CM a written statement of the damage sustained and potential for damage yet to be sustained. Such written statement shall be submitted, either within five days after the act or omission by OWNER or its agents is discovered or reasonably should have been discovered, or within five days after first sustaining damage, whichever comes first. On or before the 15th day after the act or omission was discovered, or the first damage was sustained, whichever comes first, CONTRACTOR shall file with OWNER a detailed and itemized statement indicating the factual basis in support of its claim and the amount of damage. **IF CONTRACTOR FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS ARTICLE CONCERNING THE SUBMISSION OF STATEMENTS, ITS CLAIM FOR COMPENSATION SHALL BE FORFEITED AND INVALIDATED AND IT SHALL NOT BE ENTITLED TO CONSIDERATION FOR PAYMENT ON ACCOUNT OF ANY SUCH DAMAGE.**

B. In no event shall CONTRACTOR be permitted to reserve rights to make or pursue claims of any kind, whether for compensation in any form, or for time extensions, without the OWNER's express written consent. Any attempt to make such reservation or otherwise avoid the effect of this article shall be void and of no force or effect whatsoever.

C. Any change order executed by CONTRACTOR with such reservation or other language of qualified acceptance shall be read and interpreted as though such language did not exist. No action by OWNER is required to invalidate such language, and no oral communication or other act or omission by OWNER or anyone acting on OWNER's behalf, except OWNER's express written consent, shall be construed as acquiescence in or consent to such reservation or other qualified acceptance language.

D. CONTRACTOR shall diligently proceed with performance of the Work, and OWNER shall continue to make payment of undisputed amounts, during any time period while claims are pending.

ARTICLE 56 RESOLUTION OF CONSTRUCTION CLAIMS

A. All claims by CONTRACTOR shall be submitted to the Architect / CM for decision. Within a reasonable time, the Architect / CM shall make decisions on all claims and on all other matters relating to the execution and progress of the work. The decisions of the Architect / CM shall not be binding but shall be advisory only.

B. Except for tort claims, all claims by CONTRACTOR of $375,000 or less shall be subject to the settlement and arbitration provisions in Public Contract Code Section 20104, et seq. Only claims as to which timely notice was given, and which were identified by CONTRACTOR and listed as "unresolved" in connection with CONTRACTOR's request for final payment, may be pursued. All other CONTRACTOR claims are deemed waived.

C. "Claim" means a separate demand for a time extension, or for payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for, or the claimant is not otherwise entitled to, or claims as to the amount of a payment which is disputed by OWNER. For this Project, "claim" shall also include any dispute between OWNER and CONTRACTOR, whether concerning time, damages, compensation, or any other matters. The claim shall be in writing, shall include the documents necessary to substantiate the claim, shall be filed on or before the date of final payment, and shall be subject to all time limits and notice requirements for filing claims under the Contract Documents.

D. For claims less than $50,000:

1. OWNER shall respond to the claim in writing within 45 days of receipt of the claim or may request in writing within 30 days additional documentation which, if required, shall be provided. Additional information shall be provided upon mutual agreement of OWNER and CONTRACTOR.

2. OWNER's written response to the claim shall be submitted within 15 days after receipt of the further documentation or within a time period equivalent to that taken by CONTRACTOR to provide the additional documentation, whichever is greater.

E. For claims over $50,000 and less than or equal to $375,000:

1. OWNER shall respond to the claim in writing within 60 days of receipt of the claim or may request in writing within 30 days additional documentation which, if required, shall be provided. Additional information shall be provided upon mutual agreement of OWNER and CONTRACTOR.

2. OWNER's written response to the claim shall be submitted to CONTRACTOR within 30 days after receipt of further documentation or within a period of time no greater than that taken by CONTRACTOR in producing the additional documentation, whichever is greater.

F. If CONTRACTOR disputes OWNER's written response or OWNER fails to respond within a timely fashion, within 15 days after the response or failure to respond CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. The informal conference shall be scheduled within 30 days.

G. If the claim or any portion of the claim remains in dispute, CONTRACTOR may file a Government Code claim. For those purposes, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits its written claim until the time that the claim is denied as a result of the meet and confer process.

H. After compliance with these provisions, should any legal action be pursued, the provisions relating to mediation and arbitration contained in Public Contract Code Section 20104.4 shall be followed. By mutual agreement and prior to resort to the courts the parties may refer the claim to mediation before a competent mediator knowledgeable in the area of public works contracting.

I. In the event of a claim for an amount in excess of $375,000, the parties shall follow the procedures applicable to claims over $50,000 and less than or equal to $375,000, and:

1. All such actions as are required by these procedures are to be completed prior to any resort to judicial action.

2. In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.

3. In the event the parties are unable to agree on a mediator, the mediator will be selected by application to the Superior Court of the County in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.

4. The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.

J. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this article. Pending resolution of the dispute, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Contract Documents nor stop the progress of the work, and CONTRACTOR'S sole remedy shall be the procedures set forth in this article.

ARTICLE 57 PERFORMANCE/PAYMENT BOND

A. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish a Performance Bond, and for any contract of $25,000 or more, a Payment Bond, each in an amount equal to 100 percent of the price stated in the Contract Documents. All bonds shall be provided by a corporate surety admitted in California. Personal sureties and unregistered sureties are unacceptable. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the Contract Documents and through such extended period as permissible to cover latent conditions.

B. All surety companies with a minimum rating of "A minus, VIII," ("A minus V" when the price stated in the Contract Documents is less than $500,000) as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858, and admitted in California shall be presumed to be satisfactory to OWNER for the issuance of bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in California Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds.

ARTICLE 58 INSURANCE REQUIREMENTS

A. CONTRACTOR shall provide the following insurance coverages, which shall remain in full force and effect during the Project:

1. Workers' Compensation;

2. Comprehensive General Liability;

3. Comprehensive Auto Liability;

4. Asbestos Abatement (on all modernization projects and on any other projects where asbestos-containing products may be affected by construction);

5. Course of Construction/Builder's Risk.

B. All insurance companies must meet the following criteria:

1. California admitted, as confirmed by the California Department of Insurance, or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI list")

2. A minimum rating of "A-,VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

C. All CONTRACTOR'S insurance policies shall name OWNER's governing board or other governing body, OWNER's consultants, the Architect / CM, and the Architect / CM's consultants, their officers, agents and employees as additional insureds with regard to damages and defense of claims arising from:

1. Activities performed by or on behalf of the Named Insured;

2. Products and completed operations of Named Insured;

3. Premises owned, leased or used by the Named Insured;

4. The ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the Named Insured.

D. Should CONTRACTOR fail to provide insurance as required by the Contract Documents, OWNER may, at OWNER's option, take out and maintain at the expense of CONTRACTOR, insurance in the name of CONTRACTOR, or subcontractor, as OWNER may deem proper. OWNER may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to CONTRACTOR under the Contract Documents.

E. Insurance coverage shall not be less than the following:

1. **WORKERS' COMPENSATION**

   a. In accordance with the provisions of Section 3700 of the California Labor Code, CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

   b. In accordance with the provisions of Section 3700 of the California Labor Code,

   CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

c. CONTRACTOR shall at all times maintain workers' compensation insurance for all of its employees engaged in work under the Contract Documents, on or at the site of the Project. In case any of its work is sublet, CONTRACTOR shall require the subcontractor to similarly provide workers' compensation insurance for all of the subcontractors' employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by CONTRACTOR's insurance. In case any class of employees engaged in work under the Contract Documents, on or at the site of the Project, is not protected under the workers' compensation statutes, CONTRACTOR shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. CONTRACTOR shall file with OWNER certificates of its insurance protecting workers and a 30-day notice shall be provided to OWNER before the cancellation or reduction of any policy of CONTRACTOR or subcontractor. CONTRACTOR shall submit proof of insurance and provide endorsements on the forms provided by OWNER or on forms approved by OWNER.

d. The certificate shall reflect coverage in at least the following amounts:

i) State workers' compensation statutory benefits policy—limits of not less than $1,000,000.
ii) Employer's liability policy—limits of not less than $1,000,000.

2. COMMERCIAL GENERAL LIABILITY

a. CONTRACTOR shall take out and maintain such commercial general liability insurance as shall protect CONTRACTOR and OWNER from all claims for personal injury, including accidental death, to any person (including, as to OWNER, injury or death to CONTRACTOR's or subcontractor's employees), as well as from all claims for property damage arising from operations under the Contract Documents, in amounts set forth in this article.

b. CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar general commercial liability insurance in like amounts.

c. Coverage must be written on an occurrence versus a "claims made" form with policy limits not less than $1,000,000 per occurrence and $5,000,000 aggregate per project on bodily injury and property damage, and include coverage for the following:

i) Premises - operations;
ii) Contractual liability;
iii) Products;
iv) Completed operations;
v) Broad form property damage including explosion, collapse, and underground coverages;
vi) Personal injury;

d. In the event of any payment under the Commercial General Liability Policy, the insurer shall be subrogated to the extent of such payment to all the insured's rights of recovery, but the insurer shall have no rights of subrogation against OWNER, OWNER's consultants, the Architect / CM, and the Architect / CM's consultants, their elected or appointed officials, or employees, except as respects the negligence of OWNER, the Architect / CM, and Architect / CM's consultants.

3. COMPREHENSIVE AUTO LIABILITY INSURANCE

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

4. ASBESTOS ABATEMENT

a. Must be occurrence coverage versus "claims made" coverage.

b. $1,000,000 per occurrence with not less than $2,000,000 annual aggregates limits required.

c. Certificates of insurance must specify "asbestos abatement."

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

a. When required by OWNER, on new school construction project, CONTRACTOR may be required to provide builders risk coverage with limits equal to 100 percent of the insurable value of the Project, including all items of labor and materials in or adjacent to the structure insured, all materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by CONTRACTOR, the cost of which are included in the cost of the Work. Such insurance shall be maintained for the life of the Contract.

b. If required by OWNER, CONTRACTOR shall maintain a Builder's Risk Completed Value Form providing all risk coverage, naming CONTRACTOR and OWNER as insureds and subcontractors to all levels as additional insureds, as their respective interests appear.

c. A maximum deductible of $5,000 per occurrence will be allowed on projects. CONTRACTOR shall be responsible for any deductibles under the property insurance policy.

d. The builder's risk insurance limits shall initially be for the full amount of the Project price shown in the Agreement document and shall be maintained in full force and effect at all times between the signing of the contract and final acceptance of the completed work by OWNER at an amount equaling the estimated cost to OWNER of rebuilding.

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

ARTICLE 59 PROOF OF INSURANCE COVERAGE

A. CONTRACTOR shall deliver in triplicate proof of carriage of required insurance. This proof shall be presented with the required Payment and Performance Bonds and return of other Contract Documents.

B. CONTRACTOR shall not commence work or allow any subcontractor to commence work under this contract until CONTRACTOR has obtained all required insurance and certificates, which shall be delivered to and approved by OWNER.

C. Certificates and insurance policies shall include the following:

1. A clause stating:

> "This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to certificate holder stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 30 days after the date of mailing the notice."

2. Transcripts from the policies authenticated by the proper office of the insurer evidencing, in particular, those insured, the extent of the insurance, the location of and the operations to which the insurance applies, expiration date, and cancellation and reduction notice.

3. A statement that OWNER is a named additional insured under the policy described and that the insurance policy shall be primary to any insurance or self- insurance maintained by OWNER.

D. OWNER shall be named as certificate holder and additional insured and all certificates with endorsements shall be forwarded in triplicate to OWNER.

E. In the event of modification or cancellation of the policy or policies during the periods of coverage stated in this article, 30 days' prior written notice of such cancellation shall be delivered or mailed by certified mail, return receipt requested, to OWNER.

F. Acceptance of the certificates of insurance shall not relieve or decrease CONTRACTOR's liability. Insurance coverage in the minimum amounts set forth in the Contract Documents shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude OWNER from taking such other actions as are available to it under any other provisions of the Contract Documents or otherwise in law.

ARTICLE 60 INDEMNIFICATION

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

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

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

ARTICLE 61 ASSIGNMENT

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

ARTICLE 62 SEPARATE CONTRACTS

A. OWNER reserves the right to let other contracts in connection with this Work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall coordinate its work with those other contractors.

B. If any part of CONTRACTOR's work depends upon work of any other contractor for proper execution of results, CONTRACTOR shall inspect and promptly report in writing to the Architect / CM any defects in the other contractor's work that render it unsuitable for proper execution or results. CONTRACTOR's failure to inspect and report shall constitute its acceptance of any other contractor's work as fit and proper for reception of its work except as to defects which may develop in another contractor's work after execution of CONTRACTOR's work.

C. To ensure proper execution of CONTRACTOR's subsequent work, CONTRACTOR shall measure and inspect work already in place and shall report in writing to the Architect / CM any discrepancy between executed work and the Contract Documents.

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

ARTICLE 63 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause:

A. OWNER may serve upon CONTRACTOR and its surety written notice of OWNER's intention to terminate the Construction Agreement, without prejudice to any other right or remedy, upon the occurrence of any of the following circumstances:

1. If CONTRACTOR refuses or fails to pursue the Work or any part with sufficient diligence to ensure its completion within the time specified, or any extension of time;

2. If CONTRACTOR refuses or fails to complete the Work within the time required;

3. If CONTRACTOR is adjudged a bankrupt, or makes a general assignment for the benefit of its creditors;

4. If a receiver is appointed on account of CONTRACTOR's insolvency;

5. If CONTRACTOR persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified, except in cases for which extension of time is provided;

6. If CONTRACTOR fails to make prompt payment to subcontractors or for material or labor;

7. If CONTRACTOR persistently disregards laws, ordinances, or instructions of OWNER;

8. If CONTRACTOR or its SUBCONTRACTORS violates any of the provisions of the Contract Documents.

B. The notice of intent to terminate shall contain the reasons for termination.

C. Unless the identified condition(s) or violation(s) ceases and arrangements satisfactory to OWNER for correction are made within 10 days after service of the notice, the Construction Agreement may be terminated, in the total discretion of OWNER. In that event, CONTRACTOR shall not be entitled to receive any further payment until the Work is completed.

D. In the event of OWNER's election to terminate, OWNER shall immediately serve written notice of termination upon CONTRACTOR and upon surety on CONTRACTOR's Performance Bond, and the

surety shall then have the right to take over and perform this contract; provided however that if within seven days after service upon the surety of the notice of election to terminate, the surety does not give OWNER written notice of its intention to take over and perform the Construction Agreement or does not commence performance within 15 days after the date of service of the notice of termination by OWNER on surety, OWNER may take over and complete the Work by contract or by any other method it deems advisable.

E. CONTRACTOR and its surety shall be liable to OWNER for any excess cost or other damages incurred by OWNER. If OWNER takes over the Work as provided above, OWNER may exclude CONTRACTOR and the surety from the premises, or any portion of the premises, and take control of the premises without liability and without affecting the liability of CONTRACTOR and the surety for completion of the Work. In addition, OWNER may take possession of and utilize in completing the Work any materials, appliances, equipment, and other property belonging to CONTRACTOR on the work site necessary for completion of the Project, without liability.

F. If the unpaid balance of the contract price exceeds the expense of finishing the Work, including without limitation compensation for additional Architectural, managerial, inspection, and administrative services, the excess shall be paid to CONTRACTOR. If the expense exceeds the unpaid balance, CONTRACTOR shall pay the difference to OWNER. Any expenses incurred by OWNER, and any damage incurred through CONTRACTOR's default, shall be certified by the Architect / CM.

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

Termination for Convenience:

H. OWNER has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from OWNER of such termination for OWNER's convenience, CONTRACTOR shall:

1. Cease operations as directed by OWNER in the notice;

2. Take any actions necessary, or that OWNER may direct, for the protection and preservation of the Work; and

3. Maintain any insurance provisions required by the Contract Documents.

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

ARTICLE 64 NO WAIVER

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

ARTICLE 65 EXCISE TAXES

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

ARTICLE 66 NOTICE OF TAXABLE POSSESSORY INTEREST

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

ARTICLE 67 ASSIGNMENT OF ANTITRUST ACTIONS

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

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (OWNER) all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sect. 15) or under the Cartwright Act (Chapter 2 (commencing with Section

16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

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

ARTICLE 68 PATENTS, ROYALTIES, AND INDEMNITIES

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

ARTICLE 69 STATE AUDIT

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

ARTICLE 70 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

ARTICLE 71 NOTICE AND SERVICE

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

B. If notice is given to OWNER, by personal delivery to OWNER or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to OWNER and sent by registered or certified mail with postage prepaid.

C. If notice is given to CONTRACTOR, by personal delivery to CONTRACTOR or to CONTRACTOR's superintendent at the Project Site, or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under the Contract Documents, and sent by registered or certified mail with postage prepaid.

D. If notice is given to surety or other persons, by personal delivery or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to the surety or person at the address last communicated by the surety or other person to the party giving notice, and sent by registered or certified mail with postage prepaid.

ARTICLE 72 DISABLED VETERAN BUSINESS ENTERPRISE COMPLIANCE

A. In accordance with Education Code Section 17076.11, OWNER has a participation goal for disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to OWNER by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the school district.

B. Prior to, and as a condition precedent for final payment under any contract for such project, CONTRACTOR shall provide appropriate documentation to OWNER identifying the amount paid to disabled veteran business enterprises in conjunction with the Contract Documents, so that OWNER can assess its success at meeting this goal.

PROJECT TITLE: SKUSD - DANCE ROOM & WEIGHT ROOM MODERNIZATION

PROJECT OWNER: SOUTHERN KERN UNIFIED SCHOOL DISTRICT

Article 6, SUBCONTRACTING

Add the following:

Unless otherwise required by the contract documents, or the bidding documents, the Contractor, as soon as practicable by not later than ten (10) days after the award of the contract, shall furnish the District in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to special design) proposed for each of the principal portions of the work. The District will promptly reply to the Contractor in writing stating whether or not the District, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the District to reply promptly shall constitute notice of no reasonable objection.

Article 9, COPIES FURNISHED

Add the following:

The District will furnish only as may be available as-built documents.

Article 12, DRAWINGS AND SPECIFICATIONS

Add the following:

In general, drawings show dimensions, positions, materials, and kinds of construction; specifications describe quality of materials and workmanship. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.

In case of conflict between specifications and drawings regarding material quality, size, shape or dimensions, the Architect / CM will decide the correct intent. Should an error occur in the specifications or drawings, or in work by others affecting this work, the Contractor shall at once notify the Architect / CM, who will issue instructions as to procedure.

If the Contractor proceeds with the work so affected without instructions from the Architect / CM, The Contractor shall make good any resulting damage or defects without additional cost to the District. This includes specification typographical errors and drawing notational errors where the intent is doubtful.

The general character of detail work is shown on the contract drawings, but clarifications may be made in large-scale and full-scale details.

When the Architect / CM furnishes miscellaneous large-scale and full-size details to further clarify the work, such details shall be considered a part of the contract. Work executed before receipt of such details, if not in accordance with them, shall be removed, replaced, or adjusted as directed, at the expense of the Contractor. If, in the Contractor's opinion, such details are more elaborate than the scale drawings and specifications tend to indicate, written notice shall be given to the Architect / CM within five (5) days of receipt thereof. Claims will be considered, and if justified, details will be modified, or extra work authorized. Non-receipt off such notice shall relieve the District from claims for resultant additional cost of extension of the contract completion time.

Drawings and diagrams for mechanical and electrical work shall be followed only for work which they were specifically prepared, and shall be considered a diagrammatic only, not to be used for any structural guidance or Architectural layout.

The intent of these drawings and specifications is that the work of the alteration rehabilitation or reconstruction is to be in accordance with Title 24, California Code of Regulations. Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the contract documents wherein the finished work will not comply with Title 24, California Code of Regulations, a change order, or a separate set of plans and specifications, detailing and specifying the required work shall be submitted to and approved by the Division of the State Architect before proceeding with the work.

Article 19, SUBSTITUTIONS
Add the following:

Proprietary Products and Substitutions: Articles or materials specified by proprietary name, or by the name of the vendor or manufacturer, are expected to be furnished by the Contractor. Substitutions of materials or methods are invited, provided that they are submitted and separately qualified as follows:

All proposed substitutions for materials and methods shall be submitted and separately qualified at the time bids are submitted by the Contractor.

Requests for approval of substitutions shall be accompanied by the manufacturer's specifications and technical data, setting forth in detail the physical and chemical properties, and other characteristics, adequate to enable the Architect / CM to determine the acceptability of the proposed substitute item.

The burden of proof of equality in the proposed substitution shall be the sole responsibility of the Bidder, Insufficient supporting data will be cause for disapproval of the proposed substitution.

After the contract is signed, the Contractor may suggest substitute makes and kinds of materials and equipment, indicating the amount of credit in each instance. Acceptance of substitute items shall be only by written approval of the District. In the event that the Architect / CM's evaluation of the suggested substitute item is required, the Contractor shall pay the Architect / CM's fee for investigation and evaluating the substitution.

The Contractor shall assume full responsibility for having all of the substitute items comply in all respects with the applicable portions of the contract documents, except where such requirements are waived specifically by the District and Architect / CM.

The Contractor may request a no-credit substitution only in the event that the specified item is not available or is obsolete at the time of construction. The Contractor shall be responsible for any costs incurred by other trades which result from a substitution of material or equipment.

Acceptance of each "equal" product is at the sole discretion of District and Architect / CM, and is subject to the following qualifications:

1. Equal in quality of material, in structural assembly, and in details of construction.
2. Equal in performance, mechanically and technically.
3. Equal in finish, or in characteristics permitting specified finish application.
4. **Equal in plan arrangement.** If substitutions require rearrangement of partitions, openings for

pipe work or ducts, intakes, exhaust and other items, then such arrangements shall, in the opinion of the Architect / CM be equal in convenience and be compatible with the original arrangement. If such rearrangement is approved by the Architect / CM, and involves additional costs, such additional cost, including the time of the Architect / CM, shall be borne by the contractor.

5. **Equal in price**. Materials and equipment which are competitive products and are approximately equal in price on the open market, will be considered equal in price. If approval is requested for materials or equipment materially cheaper than the specified products, the Architect / CM may, at his discretion, require that the specified products be furnished.
6. **Equal in repair and maintenance.** An important condition in determining equality of substitute materials and equipment is the availability of replacement parts and of the maintenance service. An inequality in this respect between proposed substitutions and specified products may be a determining factor in denying approval.

Article 20, PROTECTION OF WORK AND PROPERTY

Add the following:

Parts of the work in place which may be subject to damage because of operations being carried out adjacent thereto shall be covered, boarded-up or substantially enclosed with adequate protection.

Permanent openings used as thoroughfares for the introduction of work and materials to the structure shall have heads, jambs and sill well blocked and boarded to prevent damage.

The intention of the contract is that upon completion, the entire work will be delivered to the District in proper, whole and unblemished condition.

Article 27, CHANGES AND EXTRA WORK

Add the following:

All calculations of additional labor, equipment or materials costs shall be in substantial conformance with unit costs and work efficiencies as listed in the appropriate publications from R.S. Means latest Edition.

Article 32, GUARANTEE

Add the following:

The entire work shall be warranted against defects in materials and workmanship for a period of one-year from the date of final acceptance by the District. The warranty shall specifically provide that all defects in material and workmanship appearing during the warranty period, as determined by the Architect / CM, will be remedied to the satisfaction of the Architect / CM, at no additional cost to the District.

Where a two-year or greater warranty is called for in the specifications, the Contractor and his subcontractor, together on a single form, and the materials manufacturer on the same or a separate form, shall jointly furnish the District with their written warranty for the specified period in accordance with this article. Such warranties shall be in the Contractor's or manufacturer's form, or in a trade association form, all subject to the District's and Architect / CM's approval.

The Contractor shall secure and furnish to the District, through the Architect / CM, as a condition precedent to final acceptance, and prior to application for final payment, all written warranties called for in the specifications.

Article 33, SURVEYS

Add the following:

Before commencing any work, the Contractor shall verify all grades, lines, levels and dimensions indicated on the drawings. He shall report all errors or inconsistencies to the Architect / CM and shall not proceed until they are corrected.

The Contractor shall obtain and pay for the services of an independent, licensed surveyor to lay out the work. The surveyor shall not be a regular employee of the Contractor and shall have no interest in the contract. The surveyor's work shall be acceptable to the Architect / CM.

As soon as practicable, the surveyor shall verify the layout, and the Contractor shall furnish certified original drawings of the survey, showing exact elevations and locations of all portions of the structure.

Article 37, TESTS AND INSPECTION

The following is added:

The Contractor shall bear the cost of all concrete design mixes as required.

If the Architect / CM determines that any work requires special inspection, testing or approval which Article 37 does not include, he will, upon written authorization from the District, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Article 37.

If such special inspection testing reveals a failure of the work to comply with the requirements of the contract documents or with respect to the performance of the work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear costs thereof, including compensation for the Architect / CM's additional services made necessary by such failure; otherwise, the District will bear such costs, and an appropriate Change Order will be issued.

Test of materials will be made by the Testing Engineer or Laboratory selected by the Architect / CM and approved by the District. Retesting of materials shall be paid for by the District and reimbursed by the Contractor.

Locally legally-constituted public authorities having jurisdiction over the work and the Architect / CM of his designated representatives shall be the only persons empowered to direct tests to be made to determine compliance or noncompliance with the requirements of

Article 51, EXTENSION OF TIME - LIQUIDATED DAMAGES
Add the following:

The Contractor's progress schedule shall be based upon accepted construction procedures. The Contractor shall ascertain from the District delivery dates for items that are District-furnished and contractor-installed and include such work in the approved schedule. Such a schedule shall be furnished in rough draft form to the District (2 copies) and the Architect / CM (2 copies), for review and comment, within seven (7) calendar days of receipt of the Notice to Proceed with the work. Comments by District or Architect / CM, if any, shall influence a re-evaluation prior to formally issuing the schedule.

The entire schedule shall be updated and reissued to the District and Architect / CM monthly.

Article 55, CLAIMS AND DAMAGES

Add the following:

The work shall be commenced on the date stated in the District's Notice to the Contractor to Proceed (which date will be not less than five (5) consecutive calendar days from and after the date of execution of the contract and shall be completed within required duration (in Calendar Days) from and after the date stated in such notice.

Time for completion includes completing all construction documents by Contractor, processing through all state agencies and receiving approval therefrom, by Contractor

The agreed liquidated damages provision established in Article 6 of the General Conditions is **One Thousand Five Hundred Dollars ($1,500.00) per day**.

The Contractor shall not be subject to liquidated damages for District/Public Agency caused delays and others as listed in Article 51, over which he has no control; however, the Contractor shall have no claim for extra compensation due to such delay.

1. COMPLIANCE WITH STATE OF CALIFORNIA, CALIFORNIA CODE OF REGULATIONS, TITLE 24, BUILDING STANDARDS:

A. The intent of the drawings and specifications is to construct the buildings in accordance with the California Code of Regulations, Title 24, Building Standards. A copy of this shall be furnished by the Contractor and kept on the job at all times.

B. Should any condition develop wherein the finished work will not comply with Title 24, Building Standards, a Change Order detailing and specifying the required work shall be issued and submitted to the Division of the State Architect for approval before proceeding with the work.

C. Wherever in the specifications reference is made to "Title 21", such reference shall be changed to read "applicable provisions of Title 24."

2. DEFINITIONS

A. The term "District", "District", or "Board of Trustees", means the Board of Trustees of the School District.

B. The term "Division of the State Architect" means the Division of the State Architect, Department of General Services, State of California.

C. The word "building" as used shall include building where the context obviously is referring to the work as a whole.

D. Where the words "shown", "indicated", "detailed", "noted", "scheduled", or words of similar import are used, reference is made to the drawings, specifications, and other contract documents, unless stated otherwise.

E. **Directions:** Where the words "directed", "designated", "selected", or words of similar import are used, the direction, designation, selection of the Architect / CM is intended, unless stated otherwise. The word "required", and words of similar import means "as required to properly complete the work as required and approved by the Architect / CM", unless stated otherwise.

F. **Perform and Provide:** The word "perform' shall be understood to mean that the Contractor, at his expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified or required to complete such performance. The word "provide" shall be understood to mean that the Contractor, at his expense, shall furnish and install the work, complete in place and ready for use, including furnishing of necessary labor, materials, tools, equipment, and transportation. These definitions apply the same to future-present, and past tenses, except the work "provided" may mean "contingent upon" where such is the context.

3. FOUNDATION AND SOILS ENGINEER

Foundation and Soils Engineers is the authorized professional representative of the District and the Architect / CM. Earthwork and trenching of every kind is subject to supervision, inspection and testing by the Foundation and Soils Engineer.

4. MATERIALS FOR TESTING

Contractor shall furnish, at no extra cost, samples of materials required for testing purposes to Testing Engineer or Laboratory in timely manner. Materials represented by samples under test shall not be incorporated in work without approval of the Architect / CM.

Copies of test reports, with action of Architect / CM noted thereon, will be furnished to the Contractor.

5. COORDINATION

The Contractor shall coordinate the work of the various crafts to avoid possible interferences, duplication of work, or unfinished gaps between operations. The Contractor shall agree that, due to field conditions, minor departures from the drawings are bound to occur, and that such departures are compensating so far as cost of additions or deductions are concerned. No claims for extras will be allowed in connection with such minor changes due solely to field conditions.

6. CONSTRUCTION FORCE

A. The Contractor shall provide and maintain in full operation at all times during the performance of the contractor, a sufficient crew of laborers, mechanics and foremen to prosecute the work with dispatch.

By "sufficient" is specifically meant a crew equal to the work of the various trades required by all parts of the project - whether simultaneously or in the successive sequence of construction - as soon as such work is ready to be performed, so that no delay on any portion of the project will occur.

7. PROTECTION OF ADJACENT BUILDINGS AND PROPERTY

Exercise all required precautions necessary to protect all buildings and other construction on property adjacent to that of the work under this contract. Contractor shall be responsible for and shall pay for, any damage to such adjacent buildings and construction on account of operations under this contract.

8. MAINTENANCE OF EXISTING IMPROVEMENTS

Unless otherwise indicated on the drawings or in the specifications, or unless otherwise called for by the District thereof, all water, gas, or irrigation lines, lighting, power, or telephone conduit or wire, or sewer lines, structure or house connections in place, and other surface or subsurface structure or lines, shall be maintained by the Contractor, and shall not be disturbed, disconnected, or damaged by him during progress of the work; provided that, should the Contractor in his performance of the work disturb, disconnect, or damage any of the above, all expenses of whatever nature arising from such disturbance or in replacing or repair thereof shall be borne by the Contractor.

9. SERVICE LINES

Locate drainage, sewer lines, water, gas, and other utility service lines or piping in the way of the new work. Properly cap or plug and make tight at the property line, such services which are to be removed.

10. PUBLIC UTILITIES

A. The Contractor shall send proper notices, make all necessary arrangements, and perform all other service required in care and maintenance of all public utilities. The Contractor shall assume all responsibility concerning same for which the District may be liable. Provide enclosing or boxing-in for protection of any public utilities equipment. Upon completion of the work, remove all enclosures, fill-in all openings in concrete, grout same watertight, and leave in finished conditions.

B. In case it should be necessary to move the property of any District of a public utility or franchise, the cost of which, because of the terms of any franchise or for any other reason, must be borne by the District, such District will, upon proper application of the Contractor, move such property within a specified reasonable time, and the Contractor shall not interfere with said property until after the expiration date of the time specified.

C. In case it should be necessary to move or temporarily maintain such property, it shall be done in a manner satisfactory to the District thereof.

D. The right is reserved to the controlling governmental agencies and to Districts of public utilities and franchises to enter at any time upon their premises by street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

11. REMOVING OBSTRUCTIONS

When the proper completion of the work requires their temporary or permanent removal, the Contractor shall, at his own expense, remove and, without unreasonable delay, temporarily or permanently replace or relocate, in a workmanlike manner and to the satisfaction of the Architect / CM, all water pipe, pipelines, conduits, culverts, roads, driveways, fences, wires, poles, retaining walls, curbs, gutters, concrete walks and all other improvements of whatever character, not required by law to be removed by the District thereof; all such improvements temporarily removed shall be maintained until permanently replaced, all at the Contractor's expense.

12. INVESTIGATION AND PREPARATION OF BUILDING SURFACES TO RECEIVE WORK OF SUBTRADES.

Prior to commencement of work, make a thorough and complete investigation of recipient surfaces to determine their suitability to receive required additional constructions and finishes. Make whatever repairs and conditioning may be required to properly prepare such surfaces to receive additional work at Contractor's expense. It is the responsibility of the Contractor to coordinate the work of the various trades to provide suitable surfaces to receive following work. Commencing work indicates acceptance of conditions and such surfaces as being satisfactory to receive following work.

13. SLEEVES AND HANGERS

Contractor shall require subcontractor for each section of work to furnish conduits, outlets, piping sleeves, boxes, inserts, or other materials and equipment as necessary to be built into work by the Contractor. Promptly set such sleeves or other materials in accordance with requirements of construction program.

14. PARTIAL OCCUPANCY

A. District reserves the right to enter upon site and into the building(s) for the purpose of making inspections, which shall not be considered obligatory upon District, and to occupy portions of the site and building(s) prior to the date of substantial completion, provided same does not interfere with the work under the contract.

B. Exercise of the aforementioned rights shall in no way be construed or deemed to be acceptance of the work under the contract by the District.

15. PREREQUIREMENTS TO FINAL PAYMENT

Before final payment under the contract is authorized, the following requirements of contract documents shall be fulfilled:

A. Satisfactory completion of construction work, and acceptance by the Architect / CM and District.
B. Submission to the Architect / CM of required written warranties.

C. Submission to the Architect / CM of final record drawings, completely posted.

D. Return to Architect / CM of plans and specifications loaned to Contractor during construction period.

E. Delivery to District of satisfactory Mechanics' Lien Guarantee.

F. Delivery to District a complete list of subcontractors and principal vendors, including addresses and telephone numbers.

G. Delivery to District a complete file of Operations and Maintenance Manuals for equipment and materials used in work.

16. REFERENCE STANDARDS AND MANUFACTURERS' SPECIFICATIONS

Materials specified by title, symbol, or number of a Commercial Standard, Federal Specification, ASTM designation, ANSI designation, manufacturer's literature, or other reference standards, refer to the current issues of same, except as indicated otherwise, if not in contradiction to the building code or codes or other governmental agencies as may have jurisdiction. Such referenced documents shall be considered as an integral part of the specification as if repeated word for word therein. Upon request, the Architect / CM will furnish source for securing copies of same. The Architect / CM may require that certain copies of reference specifications be kept at the job site.

17. MANUFACTURER'S RECOMMENDATIONS

With exceptions as specified or indicated on the drawings, apply, install, connect, erect, use, clean, and condition manufactured articles, materials, and equipment in accordance with manufacturers' current printed recommendations. The Architect / CM may require that certain copies of such printed recommendations be kept at the job site.

A. Before the start of the work, the Contractor and the representative of the Architect / CM shall make a thorough survey of the working areas and conditions pertinent thereto.

18. PROPERTY LINES

A. Where the words "Site", "Property", or "Project" are used in the specification, the meaning is the entire site as bounded by the property lines indicated on the drawings.

19. FEES & REPORTS- DIVISION OF THE STATE ARCHITECT

A. In accordance with the provisions of Title 24, California Code of Regulations, the Contractor agrees to make a report from time to time to the Division of the State Architect, duly certified upon a prescribed form or forms, showing that to his personal knowledge the work during the period covered by the report has been performed and materials used and installed in every particular, in accordance with and in conformity to the approved drawings and specifications, and giving such detailed statements of fact as shall be required.

20. TEST REPORTS

A. The testing laboratory shall simultaneously furnish the following individuals with one copy of the reports showing the results of all tests.

Division of the State Architect
School District Architect / CM
Architect / CM's Representative
Contractor

B. The reports shall state that the tests were made under the responsible charge of a testing engineer holding a license to practice civil engineering in the State of California; that the material or materials were tested in accordance with the provisions of these specifications and Title 24, California Code of Regulations; and that the material or materials tested passed or failed to pass the requirements of these specifications.

C. Upon completion of the building or buildings, the testing laboratory shall make a certificate to the Division of the State Architect, certified to in the presence of a Notary Public, stating that the tests for his work were made in accordance with the provisions of these specifications and with the provisions Title 24, California Code of Regulations; and further, that all such tests and reports were made for the job.

21. INSTALLATION OF EQUIPMENT

A. All equipment specified for the project shall be furnished and installed, even though installation is not specifically mentioned in a particular section of these specifications. Installation shall be performed in a safe, secure and proper manner satisfactory to the Architect / CM, and the Division of the State Architect. The following shall be exceptions to the preceding:

Equipment indicated or specified to be "District Furnished/District Installed"; equipment indicated to be "Contractor Furnished and District Installed"; all items indicated as "N.I.C."

22. RECORD DRAWINGS

A. The Contractor shall maintain in the field office of the Architect / CM:

1. One set of blue-line prints of the site worked on which shall be indicated complete "as installed" layouts of all underground utilities up to the building connections.

a. Included hereunder are all water, gas, sewer, site drainage, and electrical systems.

b. Dimension all systems to the nearest 0.1 foot from adjacent buildings by means of perpendicular offsets. Show all elevations for lines and structures to the nearest 0.1 foot from the tops thereof, except at sewer and drains use invert elevations.

2. One set of dimensioned blue line pints showing "as installed" work inside buildings and extending out to point of connection to site utilities.

a. Show all not readily visible line and items of equipment of the electrical, plumbing and heating, ventilating and air conditioning systems.

b. Where deviations from the original drawings occur in the layout of ducts or equipment connected thereto show "as installed" locations and sizes, including locations of access doors, dampers and control equipment and wiring.

B. Should any items of equipment differ in type, model, catalog number or manufacturer from that called out from an original plan or specification, such deviations shall be shown on the prints called for in Par. A.1 and A.2 above.

C. Show all Change Order work.

D. Make all entries within 24 hours after installing any part of the work.

E. Measurements and drawings for exterior work required by Par. A.1 shall be made by a California-registered Civil Engineer or a California-licensed Land Surveyor and the drawings shall bear his license, registration number and signature.

F. The Job Inspector, the sub-contractor for the trade involved and the General Contractor shall sign all copies of "as-built" field notes and drawings certifying to their correctness.

G. Immediately upon completion of the portion of the installation involved and the certification of parties mentioned in Par. F above, the drawings shall be submitted to the Architect / CM for approval.

H. Partial payment covering these portions of the work will not be certified until the above requirements are complied with.

I. Final payment will not be made until all required record drawings for the project have been submitted to the Architect / CM, including requirements set forth in the Supplementary Conditions.

23. EXISTING SURFACES

A. **Streets and sidewalks:** Contractor shall protect all streets and sidewalks. When surface is removed, broken into or damaged, it shall be resurfaced by the Contractor to match existing surface. Keep streets and sidewalks relatively free of mud and dirt.

24. GUARD LIGHTS

A. Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in the streets roads or sidewalks and at all trenches or pits adjacent to public walks or roads.

25. FEES FOR TESTS AND INSPECTIONS

A. Any fees for tests and inspections which may be required by any public agency (except as specified under General Conditions), for work either on or off of the site shall be the responsibility of the Contractor. District shall pay all fees required by the Division of the State Architect.

26. COLOR SCHEDULE

A. Architect / CM will furnish to the Contractor without charge one complete copy of the color schedule. A nominal charge will be made for each additional color schedule requested.

27. INDUSTRIAL SAFETY ORDERS

A. All fabricated items on the project, whether manufactured in the shop or on the job, over which the State of California, Division of Industrial Safety has jurisdiction, shall conform to the Safety Orders of the State of California, Division of Industrial Safety.

28. DUST CONTROL

A. Keep all areas within the construction area and streets sufficiently dampened to prevent dust from rising due to wind, construction or grading activities.

29. PUBLIC THOROUGHFARES

A. It shall be the responsibility of this Contractor to see that equipment used in this work is of the type that when traveling on public rights-of-way no damage will be done to the paving or any other portion thereto. Any damage shall be repaired immediately, by the Contractor.

30. BENCH MARKS, MONUMENTS, ETC.

A. Contractor shall carefully protect and maintain bench marks, monuments and other reference points which have been established by a registered Civil Engineer or licensed Land Surveyor. Any markers disturbed shall be replaced at the expense of the Contractor. or any other portion thereto. Any damage shall be repaired immediately, by the Contractor.

31. PRELIMINARY LIEN NOTICE

A. Preliminary 20 day notice for public works shall be filed by claimant as provided in Paragraph 3098 of the Civil Code.

32. REMEDIAL WORK IN GUARANTEE PERIOD

A. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work by the District, unless a longer period is specified.

33. DRAWING CLARIFICATION

A. In many instances through the drawings, Architectural finishes are shown on the structural drawings and structural information is shown on the Architectural drawings. Regardless of the drawing number, the set of contract drawings shall be taken as a whole and delineating of a material or method on any one drawing should be construed as if it were shown on every drawing.

34. SHOP DRAWINGS AND SAMPLES

A. The Contractor shall review, **stamp with his approval** and submit with reasonable promptness so as to case no delay, all shop drawings and samples required by the contract documents or subsequently required by the Architect / CM, to the Architect / CM for his review. Shop drawings and samples shall be submitted as called for in Articles 14 and 15 of General Conditions.

35. GENERAL REQUIREMENTS

A. Contractor's construction work area and yard for storage of equipment and supplies shall only be permitted at the locations shown on the drawings and as located by the District.

36. SALVAGE

A. Any salvage shall become the property of the District.

37. DRAWINGS AND SPECIFICATIONS

A. In general, detail drawings take precedence over general drawings; provisions of the specifications take precedence over notes on the drawings; addenda or bulletins to specifications take precedence over original specifications and earlier addenda.

B. Standards of quality and performance indicated on the drawings or described in the specifications shall be understood to be minimum requirements only. When building codes or other legal authority require more stringent standards, these standards shall be conformed to.

C. These specifications are separated into various sections for general convenience and to facilitate awarding subcontractors only. However, no responsibility will be assumed by the District or Architect / CM due to any alleged error in the arrangement of the material in the specifications, nor shall any such segregation of work and materials operate to make the Architect / CM an arbiter in defining limits to the Agreements between the Contractor and his subcontractors or suppliers.

38. WORK AND MATERIALS

A. Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds. Labor shall be performed in a thorough and workmanlike manner with reasonable expediency.

B. Materials and equipment shall be delivered to the project in the manufacturer's original, unopened, labeled containers and be adequately protected against moisture, tempering or damage from improper handling or storage.

C. Any proposed substitutions to the materials or equipment specified by manufacturer's name or trade name shall be equal or superior to the original in all respects. At the Architect / CM's option, detailed specifications, performance data or samples may be required to be submitted to substantiate claims to be borne by the Contractor. A Change Order will be required.

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SUPPLEMENTAL SUMMARY OF WORK

1.0.GENERAL

1.1. Description: Addition of (1) new shade structure, new parking lot, (4) basketball courts, driveway approach, play area with play structure, and all associated site work and landscaping per plans. (5) new modular buildings by separate modular contractor.

Location: **ROSAMOND HIGH EARLY COLLEGE CAMPUS - 2925 W Rosamond Blvd, Rosamond, CA 93560**

2.0.RESPONSIBILITIES

2.1. The Contractor for this contract shall be responsible to provide all labor and materials necessary to provide for the complete and full execution of all work as delineated in the contract documents. Scope of work includes all bid addendum requirements and all reasonable patch, repair, and preparation of systems, surfaces, & sub surfaces that would normally be observed during the requisite mandatory job walk inspection(s) made, and observed conditions recognized by the Contractor. The General Contractor shall be responsible for coordination and scheduling of all work.

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

1. The Contract Duration is 220 Calendar Days. After contract award the contractor shall fully mobilize, submit all requisite submittals for approval, and implement all remodel scope as delineated on drawings, plans, specifications and any bid addendum. The contractor may use spaces under his charge for remodel as on site storage but remains fully responsible for his own security of the same. In lieu of the option noted above, the contractor may stage a cargo container on site as approved by the OWNER / CM.
2. Contractor shall use the Owner's designated construction management database tool and provided forms for all submittals and approval processing.
3. Contractor shall have the ability and resources required to use the Owner designated Virtual Meeting platform "ZOOM" and shall apply and attend virtual meetings as directed by the CM/Architect through duration of the project. Attendance may include but is not limited to regular OAC (Owner/Architect/Contractor) meetings and/or other special coordination meetings during the course of the project.
4. All Contract Employees (including prime and all sub-contractors) are required to wear at all times while on the job, contractor provided PPE (Personal Protective Equipment) including but not limited to Face Masks, Eye Protection, Gloves and any other established protective measures by State, County or Local Mandate.
5. Respectful & Courteous Behavior: Contractor shall assure that its employees interact with Project Site Team (including but not limited to CM, Owner, AOR, IOR, School Staff & others) in a courteous, helpful & respectful manner. All employees of the Contractor shall refrain from belligerent behavior and / or profanity. Such behavior shall not be permitted. Correction of any such behavior and language shall be the responsibility of the Contractor.
6. Contractor shall provide cargo container storage at the construction site for his materials. Contractor shall be fully responsible for the security of these Cargo Containers.
7. All other surfaces shall be properly prepared and painted as shown on the reference drawings. The Owner reserves the right to reselect / change the color on or before the Contract Notice to Proceed. The colors

shall generally be a primary base color, a secondary base color, and a primary accent color (handrails, doors, door frames, etc.).

8. Use of restroom and washup facilities within the school is not permitted. Contractor must provide and maintain worker portable restroom facilities at all times during the project. Contractor may ONLY service and pump portable toilets after 3:00PM on weekdays, or anytime on Saturday. All Waste shall be controlled, collected (within designated laydown areas) and directly disposed of by the Contractor at regular intervals throughout the duration of the Project.
9. Contractor may NOT drive or traverse through adjacent playground areas during the times when children are present unless specifically authorized in advance.
10. Contractor shall not be allowed to dispose of paint, chemicals, or any demolition waste wash out into existing school sewer or storm infrastructure or school waste bins of any type. All such Waste shall be controlled, collected and directly disposed of by the Contractor at regular intervals throughout the duration of the Project.
11. Contractor shall be aware of any and all other construction work occurring at the same schools during this contraction period. Contractor shall advise and coordinate scope of work via the Architect / CM to ensure no detrimental impacts are caused to other contractors.
12. At the end of each shift, Contractor shall clean up and restore all spaces worked and all other areas that are adjacent to the Construction Zone such to allow and not impact the following daily use activities of the school. Contractor shall make safe or fully secure any open trenches, partially completed work, and / or any otherwise exposed in construction elements prior to the next regular school day.
13. Contractor is responsible for patch and repair of all affected finishes and systems affected by the performance of the project work. All Repair Work and finishes shall be equal to or better than all adjacent unaffected finishes/ systems but may not be lesser than a standard of quality generally acceptable in the industry. It is the Contractor's responsibility to document and prove existing conditions prior to actual start of work. Should the Architect/ CM direct repairs deem a cause of the Contractor's activity that are disputed by the Contractor, only the clear and defining documented proof of prior existing conditions provided by the Contractor may exempt the Contractor from such repair responsibility.
14. General contractor (Prime / B contractor) shall provide and maintain as a direct hire, a Foreman or Superintendent on site during any working times of the project. General contractor shall also provide at least one (1) direct hire laborer for each site under construction that has any assigned working personnel (including all sub-contractors). The Foreman and Superintendent and the Laborer(s) shall remain on Construction Site(s) past the working periods of all other working personnel/ subcontractors such to ensure the site is left in a clean, safe, and satisfactory condition. These minimal required staffing persons shall be under the direct responsibility of the general contractor to maintain and ensure that all work is being performed in proper order, means, and methods, and shall ensure that all daily safety measures and cleanup is executed.
15. Utility outages and shutdown:
    A. Limit disruption of utility services to hours, the building is unoccupied.
    B. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm systems. Without 7 days' notice to CM/Owner and authorities having jurisdiction.
    C. Prevent accidental disruption of utility services to other facilities.
    D. Notify the CM/Owner 72 hours prior to disruption of site utility services.
16. Contractor shall provide and maintain a detailed schedule for the project, allowing for teams / workers to phase through all schools in a structured and controlled manner.
17. All General Conditions of contract.

END OF SECTION

SECTION 01016 – MOBILIZATION

1.0. GENERAL

1.1. Preparatory Work: Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items on the project site.

1.2. Permits: Mobilization shall also consist of obtaining all necessary permits, bonds and licenses from agencies including but not limited to the City of Rosamond, Kern County, and the State of California; and payment of all fees needed for all work shown on the Plans and Specifications and as directed by the Architect / CM.

2.0. MATERIALS

Not Used

3.0. EXECUTION

Not Used

4.0. MEASUREMENT AND PAYMENT

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

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

END OF SECTION

SECTION 01020 – WORK BY OTHERS

1.0. GENERAL

1.1. **Work by Others:** The Owner, or other Contractors, or utilities may be working within the project area while this work is in progress. If so, the Contractor shall schedule the work in conjunction with such other organizations to minimize mutual interference.

1.2. **Responsibility for Performance by Others:** If any part of the work depends, for proper execution or results, upon the performance by others, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such performance that render it unsuitable for such proper execution or result of the work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the performance by others as fit and proper for the work except as to defects which may develop in the performance by others after execution of the work.

2.0. MATERIALS

NOT USED

3.0. EXECUTION

NOT USED

4.0. MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01030 – COORDINATION OF WORK

1.0. GENERAL

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

2.0. MATERIALS

NOT USED

3.0. EXECUTION

NOT USED

4.0. MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01080 – AUTHORITIES AND DUTIES OF INSPECTOR

1.0. GENERAL

1.1. Responsibilities: Inspector will inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not alter or waive the provisions of these Specifications.

1.2.Authority: The inspector will inform the Owner as to the progress of the work and the manner in which it is being done; also, the inspector will call the Contractor's attention to the items observed to be in non-conformance with the Plans and Specifications. The inspector will not approve or accept portions of the work, issue instructions contrary to the Plans and Specifications, or act as foreman for the Contractor. The inspector will reject defective material and object to work observed to be improperly performed, subject to final decision by the Owner. The inspector will exercise additional authority only as authorized by the Owner.

2.0. MATERIALS

NOT USED

3.0. EXECUTION

NOT USED

4.0. MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01100 – SAMPLING AND TESTING

1.0. GENERAL

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

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

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

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

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

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

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

2.0. MATERIALS

NOT USED

3.0. EXECUTION

NOT USED

4.0. MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01140 – MISCELLANEOUS UTILITIES

1.0. GENERAL

1.1. Electrical Service: The Contractor shall provide as needed adequate jobsite distribution facilities conforming to applicable codes and safety regulations. Contractor shall provide at his own cost all necessary temporary electric, water, etc. power if required for construction, testing, general, security lighting, and all other purposes if those activities or needs exceed the limitations of the on-site available services as supplied through temporary or permanent existing on site facilities.

1.2. Water Supply: Contractor shall be responsible for construction water at his expense if water consumption exceeds 100 CCF per month (excluding irrigation water for field turf). Contractor shall supply water for domestic use (drinking water) at his own expense.

1.3. Sanitary Facilities: The Contractor shall provide temporary portable restroom and wash up facilities and shall maintain those facilities in good order. Service schedule / timing of those facilities shall be approved by the CM.

2.0. MATERIALS

NOT USED

3.0. EXECUTION

NOT USED

4.0. MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01150 – ACCIDENT PREVENTION

1.0. GENERAL

1.1. Scope: Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and of building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated.

1.2. Materials: First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

1.3. Administration: The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.

2.0. MATERIALS

NOT USED

3.0. EXECUTION

NOT USED

4.0. MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01155 – MAINTAINING TRAFFIC

1.0. GENERAL

1.1. General: This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the contractor's operations.

1.2. Related Sections: Sections 01010, 01020, 01080, and 01150.

1.3. Submittals: In accordance with Section 01340.

1.4. Contractor's Responsibility: Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09 "Public Safety" and 12 "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

2.0. MATERIALS

2.1. Contractor to direct and protect traffic as needed.

3.0. EXECUTION

3.1.Notification Requirements: The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the limits of the project and shall make his own arrangements relative to keeping the work area clear of parked vehicles. The Contractor may move parked vehicles only in accordance with Section 22654(c)(d) of the State of California Vehicle Code. Signs required by said Section of the Vehicle Code shall be furnished, placed and maintained by the Contractor.

3.2. Contractor shall obtain an encroachment permit from the City of City of Rosamond, Kern County for all work performed within the public right of way, pay all required fees and be responsible for conforming to City requirements.

4.0.MEASUREMENT AND PAYMENT

4.1. Measurement and Payment:

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

END OF SECTION

SECTION 01311 – TRENCHING, CONFINED SPACES AND FALL PROTECTION

1.0. GENERAL

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

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

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

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

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

1.3. Submittals: In accordance with Division 1, Section 01300, and "Submittals."

2.0. MATERIALS

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

2.2. Plan Needed for Working in Confined Spaces: Before working in confined spaces including tunnels, box culverts pipeline on other facilities subject to the provisions of said Title 8, Contractor shall submit a detailed plan which provides for all protection measures, including but not limited to, applicable caging, bracing, alarms, sheeting, shoring and (Self Contained Breathing Apparatus SCABA's).

Plans which do not comply with the provisions of Title 8 shall be prepared and signed by a registered Civil Engineer and shall require approval by the Division of Occupational Safety and Health - Mining and Tunneling Unit. No work in confined spaces shall be commenced until the Owner has accepted the plan and Contractor has obtained a permit from the State Division of Industrial Safety.

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

3.0. EXECUTION

3.1. As required by approved plans and applicable permits.

4.0. MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01800 – PROJECT CLOSEOUT

1.0. GENERAL

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

2.0. MATERIALS

Not Used

3.0. EXECUTION

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

3.2. Waste Disposal:

A. The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from the Owner prior to disposing of any surplus materials, waste products, and debris on private property, and shall also obtain the approval of the Owner prior to such disposal.

B. The Owner will not approve the filling of ditches, washes, and drainage ways, which may create water control problems.

C. The Owner will not approve disposal operations, which will create unsightly or unsanitary nuisances.

D. The Contractor shall maintain the disposal site in good appearance and in safe condition during

the construction period.

E. Prior to Final acceptance of the project the Contractor shall level and clean the disposal site.

3.3. Project Record Documents: The Contractor shall maintain at the site, available to the Owner, one (1) copy of all Drawings, Specifications, Addenda, Approved Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. These shall be delivered to the Owner upon completion of the project.

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

4.0. MEASUREMENT AND PAYMENT

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

END OF SECTION

TECHNICAL SPECIFICATION

(**Note:** Please see enclosed Bid Documents -DSA Approved Drawings and Technical Project Manual)