

WHEATLAND SCHOOL DISTRICT

BOOK 1 OF 1
INFORMAL PROJECT MANUAL

SCHOOL

Bear River School
EXTERIOR PAINT PROJECT
100 Wheatland Park Drive
Wheatland, CA 95692

BID PACKAGE

BP#20-01

District Representative:
Innovative Construction Services, Inc. (ICS)
5433 El Camino Ave., Suite 2
Carmichael, CA 95608

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INVITATION TO BID

Notice is hereby given that the Board of Trustees of the Wheatland School District ("District") will receive sealed Bids for the

Bear River School – Exterior Paint Project BP#20-01 ("Project")

The Project consists of Exterior Painting at Bear River School. Work to include but not limited exterior painting of buildings A, B, C, D, and F. Preparation, patching, priming, and application of two (2) coats of acrylic elastomeric paint. Please refer to Exhibit F Scope of Work and Exhibit G Site Map.

Bidders will be providing price per building for work to be completed during the Summer break; Construction June 11 – July 31, 2020 construction complete and punchlist and project acceptance by August 7, 2020.

Bidders will be providing alternate pricing per building for work to be completed during Spring 2020 and Fall 2020.

Spring 2020 work buildings include A, B (Admin), C, and C-1; April 1 – June 24, 2020 construction complete and punchlist and project acceptance by June 30, 2020.

Fall 2020 work buildings include D, D-1, F, and F-1; August 3 – October 24, 2020 construction complete and punchlist and project acceptance by October 30, 2020.

Guidelines:

Work to be completed after school hours, weekends, and holidays. No work to be done while site and work areas are occupied.

All work areas must be cleaned, dry, safe, and ready for occupancy prior to the start of school the following day.

Contractor must comply with all local and County noise ordinances for start and end times of work.

Contractor to submit a construction schedule to ICS and the District for approval prior to starting any work. If Contractor needs to work in an area not identified in the approved schedule, prior to starting any work, Contractor must coordinate with ICS and the District.

Required Contractors License Classification: C33 Painting and Decorating Contractor
Project Estimate \$142,000.00.

Any questions concerning this Invitation To Bid should be directed to ICS - Meredith Collins, District Representative, via email at meredith@icscm.com, (916) 333-5701.

Notice is hereby given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each bidder and listed subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the bidder or a listed subcontractor to be registered at the time of bidding shall render the bid non-responsive and unavailable for award.***

The successful Bidder shall be required to pay its workers on this Project a sum not less than the general prevailing rate of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the Project is performed, as provided under California Labor Code sections 1720 through 1861. Copies of the prevailing rate of per diem wages may be obtained on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

Proposals are due:

Bid Date/Time: **March 5, 2020 at 2pm**

Location: **Innovative Construction Services, Inc., District Representative
5433 El Camino Ave., Suite 2, Carmichael, CA 95608**

Untimely Bids will not be accepted or opened.

It shall be the responsibility of each prospective Bidder, upon discovery of any ambiguity or discrepancy in the bid form, specifications, or drawings, to bring such ambiguity or discrepancy to the attention of the District prior to the Bid date and time. Failure to raise any such ambiguity or discrepancy prior to the Bid deadline shall waive the Bidder's right to object to the ambiguity or discrepancy after bidding.

Bids (pages 1-5 of the Invitation to Bid) shall be completed and submitted in a sealed envelope. On the face of the envelope, clearly write "**Bid Proposal - Do Not Open**" and indicate the **Contractor's Name and Address, and Bid Package # and Description**. Failure to fully complete and submit all pages of the Bid Form may result in the Bid being rejected as non-responsive.

By submitting a bid, and in compliance with the Invitation to Bid, the Bidder agrees to furnish all labor, material, equipment, transportation, tax (including sales and use tax) and services for the work described in the Bid Documents for the price specified. All costs for Bid Bonds, Labor and Material (Payment) Bonds and Performance Bonds shall be included in the Bid price.

A **Mandatory pre-bid** site visit will occur on **February 21, 2020 at 3pm** at to allow prospective Bidders to become familiar with the site. Bidders should meet by **Front Office** no later than the time the site visit is scheduled to begin. By submitting a Bid, the Bidder represents that it has visited the Project site and is familiar with the local conditions under which the Work will be performed. Failure to visit the site will not relieve the Bidder of the responsibility for observing and considering those conditions which a contractor would have observed and considered during a site visit, estimating properly the difficulty and cost of successfully performing the Work or proceeding to perform the Work without additional cost to the District.

With its Bid, the Bidder must submit a Cashier's Check, Certified Check or Bid Bond for ten percent (10%) of the total amount of the bid, made payable to the Wheatland School District. Failure to submit required bid security will result in the Bid being rejected as non-responsive.

Bids will be opened publicly and read aloud at the time and date established above. Bids shall not expire for thirty (30) days after the Bid due date.

If awarded, the Contract will be awarded to the lowest responsive, responsible Bidder. The District reserves the right to waive any irregularity in any Bid and reserves the right to reject all Bids. The successful Bidder will be notified via Notice of Intent to Award and shall submit a Labor and Material (Payment) Bond and Performance Bond, each in the amount of 100% of the Contract Price, prior to issuance of the Notice to Proceed.

Any Bidder may file a protest against the award of the Contract to any other Bidder. The protest must be in writing, filed within five (5) calendar days after the opening of bids, and must set forth all grounds for the protest. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to comply with these protest requirements waives the right to challenge the bidding process or the award in any administrative or judicial tribunal and forever bars the Bidder from bringing such a challenge. The District will provide a written response to any timely bid protest.

BID FORM
Bear River School – Exterior Paint Project BP#20-01

Price per building for work to be completed during the Summer break; Construction June 11 – July 31, 2020 construction complete and punchlist and project acceptance by August 7, 2020.

Building A \$ _____
Building B \$ _____
Building C \$ _____
Building C-1 \$ _____
Building D \$ _____
Building D-1 \$ _____
Building F \$ _____
Building F-1 \$ _____

Total Bid for Summer Break \$ _____

Alternate pricing per building for work to be completed during Spring 2020 and Fall 2020.
Spring 2020 work buildings include A, B (Admin), C, and C-1; April 1 – June 24, 2020 construction complete and punchlist and project acceptance by June 30, 2020.

Building A \$ _____
Building B \$ _____
Building C \$ _____
Building C-1 \$ _____
Total Bid for Spring \$ _____

Fall 2020 work buildings include D, D-1, F, and F-1; August 3 – October 24, 2020 construction complete and punchlist and project acceptance by October 30, 2020.

Building D \$ _____
Building D-1 \$ _____
Building F \$ _____
Building F-1 \$ _____
Total Bid for Fall \$ _____

Total bid for Spring and Fall work \$ _____

Dated: _____

Company: _____

Telephone: _____

By: _____

Number of Addenda acknowledged: _____

Contractor's License Number: _____ License type: _____

Contractor's License expiration date: _____

DIR Registration Number: _____ Exp. Date: _____

LIST OF SUBCONTRACTORS FOR _____ (BIDDER)

PROJECT: Bear River School – Exterior Paint Project BP#20-01

Pursuant to the provisions of California Public Contract Code sections 4100 to 4114 inclusive, the above named Contractor hereby designates below the name, license number, portion of work, and location of the place of business of each Subcontractor. Please check one of the boxes and sign below:

We are not using any Subcontractors.

All of our Subcontractors performing at least 1/2 of 1% of the Work listed below

NAME OF SUBCONTRACTOR	SUBCONTRACTOR LICENSE #	PORTION OF WORK TO BE PERFORMED	LOCATION OF PLACE OF BUSINESS

Signed _____

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

State of _____)
County of _____) ss

I, _____ declare that I am _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or 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 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 of 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 breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signature of Bidder

Date

SPECIAL CONDITIONS

1. **THE WHEATLAND SCHOOL DISTRICT MAINTAINS A TOBACCO FREE WORKPLACE. THE USE OF TOBACCO IN ANY FORM IS PROHIBITED ON DISTRICT PROPERTY.**
2. Contractor shall commence the work after receipt of Notice to Proceed from the District and will diligently prosecute the work to completion.
3. Contingent upon acceptance and award of the bid, the Form of Contract will provide completion dates. Please refer to the Notice to Bidders and Bid Form.

Bidders will be providing price per building for work to be completed during the Summer break; Construction June 11 – July 31, 2020 construction complete and punchlist and project acceptance by August 7, 2020.

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Guidelines:

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All work areas must be cleaned, dry, safe, and ready for occupancy prior to the start of school the following day.

Contractor must comply with all local and County noise ordinances for start and end times of work.

Contractor to submit a construction schedule to ICS and the District for approval prior to starting any work. If Contractor needs to work in an area not identified in the approved schedule, prior to starting any work, Contractor must coordinate with ICS and the District.

4. Any questions concerning this project during bid should be directed to ICS – Eric Hartwell, (916) 333-5701, or email eric@icscm.com.
5. The Contractor shall maintain a C33 Painting and Decorating Contractor license throughout the duration of the Project.

Section 00 72 00 - GENERAL CONDITIONS

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ARTICLE 1. DEFINITIONS

Section 1.01. Architect.

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

The Architect is designated by the District as the District's agent to perform all functions delegated to the Architect by the Contract Documents.

Section 1.02. Change Order.

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

Section 1.03. Construction Administrative Procedures Manual.

The "Construction Administrative Procedures Manual" is the manual produced by the District Representative to describe the administrative procedures which will be used on the job-site during construction. This manual outlines administrative procedures which are described in detail in these General Conditions, as well as describing other administrative procedures which may be specific to the Project.

Section 1.04. Contract Documents.

The "Contract Documents" shall include the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, Directives, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

Section 1.05. Contract Time.

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

Section 1.06. Contractor.

"The Contractor" shall mean the person or persons, partnership, or corporation, who have entered into the Agreement for Construction of the Work with the District or its legal representatives, or successors, assigns, executors, or heirs. The Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Section 1.07. Day.

Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours, including each and every day of the year.

Section 1.08. District.

"District" shall mean the Wheatland School District, a California school district. The District is sometimes designated "Owner" in the Contract Documents.

Section 1.09. District Representative.

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

Section 1.10. Division of the State Architect.

"Division of the State Architect" or "DSA" is the California State agency responsible for checking contract documents for compliance with Title 24, California Code of Regulations, and monitoring compliance on the construction site. The Division of the State Architect also approves inspectors on all public school projects.

Section 1.11. Notice of Intent to Award.

The "Notice of Intent to Award" is issued following District approval of bids. It authorizes the Contractor to obtain required bonds and insurance and to procure all materials and equipment necessary to fulfill its contract within the time shown in the schedule.

Section 1.12. Notice to Proceed.

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

Section 1.13. Project.

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

Section 1.14. Project Inspector.

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

Section 1.15. Site.

"Site" is the area within which the Project is to be constructed.

Section 1.16. Special Inspector.

The "Special Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.17. Special Provisions.

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

Section 1.18. Specifications.

"Specifications" include the special provisions, general conditions, general requirements, and technical specifications applicable to the Work, all duly executed and issued addenda and interpretations, and all modifications approved by the District pursuant to a Change Order.

Section 1.19. Subcontractor.

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

Section 1.20. Work.

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

ARTICLE 2. CONTRACT DOCUMENTS

Section 2.01. The Contract.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by a written Change Order. The Contract Documents do not create any contractual relationship between the District and any Subcontractor or sub-subcontractor, or between the District Representative or the Architect and the Contractor.

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

No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, water, light, heat, utilities, transportation and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents.

Section 2.02. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, overnight mail, email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Contractor's home office, job-site office, or to Contractor's superintendent; or when the facsimile transmission is complete; or one business day after email transmission; or two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

Section 2.03. Rights and Remedies.

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

Neither the inspection by District or its agents, nor any payment for any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall waive any provision of the Contract Documents, or any power reserved to District, or any right to damages. The failure of the District to insist on the strict performance of any one or more of the provisions of this Contract, or to exercise any right, shall not waive the District's right to subsequently demand such strict performance or to exercise such right(s).

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

Section 2.04. Unenforceability of any Clause.

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

ARTICLE 3. INDEMNIFICATION AND INSURANCE

Section 3.01. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend with counsel acceptable to the District, indemnify and save harmless the District, the District Representative, and the Architect and any of their respective officers, agents, and employees from and against, any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, equitable relief, stop notice actions, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, subcontractors or suppliers; provided, further, without limiting the foregoing, that the defense and indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor and the Contractor's agents, employees, independent contractors, or subcontractors or suppliers, and the District, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the District.

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

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

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

Section 3.02. Insurance.

The Contractor and its Subcontractors (except as otherwise provided herein) shall obtain, and maintain during the entire Contract, at their sole cost and expense, the following insurance:

- a. Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall provide workers' compensation insurance as required by law covering all workplaces involved in the Contract Documents. By executing the contract, the Contractor acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions.
- b. Liability Insurance: The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, with reliable insurance companies, on forms acceptable to District, for the following minimum insurance coverages:
 - i. Comprehensive general liability insurance, including but not limited to protection for claims of bodily injury and property damage liability, personal injury liability, and products completed operations liability. Coverage shall be with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - ii. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of \$1,000,000.

- iii. Umbrella / excess liability policy of not less than \$2,000,000.
- iv. Additional coverages and/or limits may be required in the Special Provisions.

All liability insurance shall be written on an occurrence basis. The liability insurance policies shall be endorsed (1) to include by name the District, Architect, District Representative, and any other consultant retained by the District as additional insureds and shall provide that they are primary with any insurance maintained by District as non-contributory and will have severability of interest endorsement, and (2) to waive all rights of subrogation for losses arising from work performed by the Contractor for the District.

Certificates of all required insurance by the Contractor and copies of its insurance policies and endorsements shall be delivered to the District within five (5) working days after being notified of the intent to award the Contract, and before execution of the Agreement for Construction by the District. Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

Every policy shall be endorsed to state that it shall not be assigned, canceled, or reduced in coverage without thirty (30) days' prior written notice to District. Every policy shall also be endorsed to state that the District shall be given notice of nonrenewal at least thirty (30) days prior to the nonrenewal date.

The Contractor shall not allow any Subcontractor to commence work on its subcontract until the Subcontractor has provided the insurance specified herein.

Any deductibles or self-insured retentions must be declared to and approved by the District. Any and all deductibles or self-insurance retentions in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

Section 4.01. Department of Industrial Relations Registration.

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

Section 4.02. Permits.

The District will pay all fees required by the Division of the State Architect, Department of General Services, State of California. The District will reimburse the Contractor for utility connection fees, encroachment permits, and utility service charges (other than temporary utility charges) necessary for the completion of the Work. All other fees and permits shall be at the expense of the Contractor.

Section 4.03. Compliance with Laws and Regulations.

The Contractor shall observe and comply with all laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

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

ARTICLE 5. DRAWINGS AND SPECIFICATIONS

Section 5.01. Subsurface Conditions.

Where information regarding subsurface conditions is shown on the Drawings or Plans, it represents only a statement by the District as to the character of the materials which have been encountered by the District's investigation. This information is only included for the convenience of bidders, including the Contractor, and the District assumes no responsibility with respect to the sufficiency or accuracy of the information or of the interpretation thereof. There is no guaranty, express or implied, that the conditions indicated are representative of those existing throughout the Project or the Work or that unanticipated conditions may not occur.

Section 5.02. Interpretations and Additional Instructions.

Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, then before proceeding with the work affected, the Contractor shall notify the District Representative in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work.

Should the Contractor proceed with the work affected before receipt of instructions and/or authorization to proceed, it shall remove and replace or adjust any work which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost without an extension of time.

The Architect, through the District Representative, may furnish supplemental drawings or instructions to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. If supplemental drawings or instructions are known to involve extra cost, then the Contractor shall be asked to price the extra work. These supplemental drawings and instructions shall become a part of the Contract Documents; the Contractor shall make its work conform to them.

If the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) days after receipt of the interpretation or instruction, submit a Proposed Change Order to the District Representative specifying in detail in what particulars the contract requirements were exceeded and the resulting change in cost. The District Representative shall then determine whether a Change Order shall be issued. The Contractor shall perform such work without delay.

Section 5.03. As-Built Drawings and Specifications.

The Contractor shall maintain a master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The information to be recorded by the Contractor will be determined by the Architect. The updated drawings and specifications shall be available for review by the District Representative and the Inspector. Failure to comply with the preparation of as-builts may result in the District withholding the current progress payment.

As a condition to certification of final completion and of final payment, the Contractor shall provide the original as-built drawings and specifications, together with all additional information requested by the Architect. Delays in the submission of complete as-built documents may subject the Contractor to liquidated damages.

ARTICLE 6. SUBCONTRACTORS

Section 6.01. Subcontracting.

If the Contractor subcontracts any work to be performed or materials to be supplied pursuant to this agreement, the Contractor shall be as fully responsible to the District for the acts and/or omissions of such Subcontractor or supplier as it is for its own acts and omissions. Any and all discussions between any Subcontractor or supplier and the District or any of its representatives shall be initiated through the Contractor or its representative.

No contractual relationship exists between any Subcontractor or supplier and the District, and this Contract shall not be construed to be for the benefit of any Subcontractor or supplier.

Each Subcontractor shall have an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project. Each Subcontractor shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration through final completion of the Project.

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

Section 6.02. Use of Listed Subcontractors.

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, requiring use of Subcontractors listed in the Contractor's bid.

Section 6.03. Termination of Unsatisfactory Subcontractors.

When any subcontracted portion of the Work is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents, the District may, in its discretion, direct the Contractor to discharge the Subcontractor or supplier. The District shall not be responsible for any added costs or delay associated with discharge of such a Subcontractor or supplier.

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

Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on the internet at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

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

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

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed to perform Work under the Contract are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. The Contractor shall pay, and shall cause all Subcontractors, whether under contract with the Contractor or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

Section 7.03. Records of Hours Worked and Wages.

The Contractor shall keep, and shall cause all Subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code.

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

In accordance with Government Code section 8546.7, all books, records, and files of the Contractor, or any Subcontractor, shall be subject to examination and audit by the Auditor General for three (3) years after final payment. Contractor shall preserve and cause all Subcontractors to preserve such books, records and files for the audit period.

Section 7.04. Additional Requirements for Labor Compliance.

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

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

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

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the District may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate,

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

Section 7.05. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor. The Contractor and all Subcontractors shall comply with the requirements of the Labor Code in the employment of apprentices.

Section 7.06. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Contractor shall forfeit to District as a penalty the sums specified by law and/or the Labor Commissioner, over and above any retention or withholds otherwise authorized by the agreement.

Section 7.07. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with Section 1735 of the Labor Code, which generally prohibits discrimination in the employment of persons upon public works.

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision.

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

The Contractor shall at all times keep a full-time superintendent who is fully empowered to act as agent for the Contractor on the Site. The Contractor shall advise the District in writing of its agent prior to the start of any work.

The Contractor shall enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on School Sites, and shall not employ on the Work any unfit person or anyone not skilled in the assigned task. The District may require that the Contractor immediately remove from the Work any employee of the Contractor or any Subcontractor for cause.

Section 8.02. Contractor's Coordination of Work.

The District reserves the right to do other work in connection with the Project by separate contract or otherwise. The Contractor shall conduct its Work so as not to interfere with the District or others engaged in the work. The Contractor shall coordinate its Work with the work of others so that no delays or discrepancies shall result in the whole Project.

Section 8.03. Daily Reports.

No less than on a weekly basis, the Contractor's superintendent shall submit to the District Representative daily reports on the District's furnished form via pdf, which daily reports shall include, without limitation, the identity of Subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; work performed; and any problems encountered.

Section 8.04. Fingerprinting.

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

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

ARTICLE 9. INSPECTION AND TESTING – NOT APPLICABLE

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. The Contractor shall at all times maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Contractor shall protect all Work from damage, loss, defacement, or vandalism.

The Contractor shall take every precaution and implement all necessary safeguards for the safety of all employees and others on the Work, and to comply with all applicable safety laws, rules and regulations applicable to the Work (including without limitation all Occupational Safety laws) and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site. The Contractor shall erect and properly maintain at all times danger signs warning against hazards created by construction.

If work is ongoing while school is in session, the Contractor shall take precautions to prevent injury and access to children and staff, and shall comply with the District's Guidelines for Onsite Safety.

Material storage and vehicle access and parking shall be subject to District approval. The use of alcohol, drugs, or tobacco will not be permitted on District property.

The Contractor's superintendent shall have the duty to prevent accidents and for overall jobsite safety, unless another individual at the Site is designated by the Contractor in writing to the District Representative.

The District shall have neither direct nor indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.02. Protection of Existing Improvements.

The Contractor shall take all necessary precautions to protect all existing improvements and facilities from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction. The Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities, and all damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the District and without an extension of time.

Section 10.03. Protection of Adjacent Property; Notices.

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

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

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the District Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Contractor. The Contractor shall provide notice at least seven (7) days in advance of the work, or longer if required by law or regulation, with a copy delivered to the District Representative.

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

Section 10.04. Fire Protection.

The Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction. The Contractor must keep the fire and intrusion detection systems operational throughout the duration and scope of its work. The Contractor shall notify the District Representative and the fire department in writing at least 72 hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

Section 10.05. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the District, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Contractor shall bear all costs of that action. The Contractor shall immediately notify the District Representative of such actions, and thereafter shall comply with any instructions issued by the District Representative.

Upon the failure of the Contractor to make immediate emergency repairs, the District may perform such work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to the Contractor shall be necessary for the District to take this action.

ARTICLE 11. SUBMITTALS AND MATERIALS

Section 11.01. Submittals.

The Contractor shall furnish to the District Representative all Submittals and other descriptive material as are required by the Specifications or requested by the Architect. The Contractor shall submit its Submittals so as not to delay the Project.

Submittals shall be submitted electronically, unless otherwise specified, in the form specified by the District Representative. No Submittals requiring color selections, samples, or shop drawings will be accepted as electronic Submittals.

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

Section 11.02. Review of Submittals.

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

- A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.
- B. Approved, Reviewed, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.
- C. Make Corrections Noted: If the Submittal is acceptable except for certain items which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.
- D. Revise and Resubmit: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.
- E. Rejected: A Submittal may be rejected if it is not in compliance with the Contract Documents, or if it proposes an "or equal" or substitution which is not acceptable to the Architect. A superseding Submittal shall be submitted and approved prior to commencement of the work.

Should the Contractor proceed with the work shown on a Submittal before approval is received, it shall remove and replace or adjust any work which is not in accordance with the Submittal as ultimately approved, and it shall be responsible for any resultant damage, defect, or added cost.

The Contractor shall resubmit Submittals in categories "D" and "E" above after making any changes required so that Submittals will comply with the Contract Documents. When resubmitting, the Contractor shall direct specific attention to deficient areas. Resubmittals shall be made with sufficient time to avoid delay to the Work.

Section 11.03. Submittals Showing Variation from Contract.

The Contractor must identify any variation or discrepancy between the Submittals and the Contract Documents, and explain why they are requested, in its letter of transmittal. Failure to identify any such variation or discrepancy shall render the approval null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays. The Contractor shall bear all costs associated with any approved variation or discrepancy, including but not limited to design fees, construction management fees, costs incurred by other contractors, and inspection fees.

Section 11.04. Equal Materials.

Unless otherwise provided in the technical specifications, whenever in the Contract Documents any systems, processes, products, or materials are indicated or specified by the name brand of the

manufacturer, or by patent or proprietary names, those specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, "or equal." It is the intent of this article to comply with Public Contract Code Section 3400. If the Contractor desires to use any "equal" brand or manufacturer, it shall apply to the District Representative in writing, within ten (10) business days after Notice of Intent to Award, and shall submit samples and all other information necessary to substantiate its claim of "or equal."

A request for approval of an "equal" constitutes a certification that the Contractor:

- A. Has investigated the proposed "equal" and determined that it meets or exceeds, in all respects, the specified system, process, product, or material.
- B. Will provide the same or better warranty for the proposed "equal" as for the specified system, process, product or material.
- C. Will coordinate installation and make other changes which may be required for work to be complete in all respects and at no additional cost to the District.
- D. Waives claims for additional costs and/or time which may subsequently become apparent.

The District may determine that samples and testing are required to evaluate a request, and the Contractor shall, at no cost to the District, provide samples and bear all costs of sampling and testing required to decide a request for approval of an "equal."

The District Representative and/or the Architect shall evaluate the request, and shall approve, deny, or approve with conditions the Contractor's request. The District's decision on the request shall be final. If the request is not accepted, the Contractor shall provide the specified system, process, product or material without an increase in the Contract price and/or time.

Section 11.05. Materials and Products Delivered to the Site.

The Contractor shall confine the storage of all materials, products, and equipment to the areas specified by the District, and shall leave driveways and parking areas clear for the regular use of the public and District employees.

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

ARTICLE 12. PROGRESS PAYMENTS

Section 12.01. Application for Payment.

Application for Payment shall be made on a monthly basis for work completed. The progress payment will be based on the estimated percentage complete, subject to review and approval by the District. The Contractor shall submit with its application all documents necessary to substantiate its estimate of percentage completion.

For each monthly application for payment, the Contractor shall submit a conditional lien release in the form provided in the Contract Documents warranting that title to all work, labor, materials and equipment covered by the application is free and clear of all liens, claims, security interests or encumbrances. Additionally, the Contractor shall submit unconditional lien releases for all work through the prior progress payment. For final payment, the Contractor and all of its Subcontractors and material suppliers shall submit final conditional and final unconditional lien releases.

No progress payment will be released until the District Representative has received the required lien releases and all required certified payroll and other pay records if requested by the District.

Section 12.02. Payment; Retention.

The District shall reserve from monies earned by the Contractor a sum equal to five percent (5%) of the estimates.

If requested in writing by the Contractor within five (5) days after receipt of Notice of Intent to Award, the Contractor may exercise its right to deposit into escrow securities in lieu of retention, or have retention deposited into escrow, in accordance with Public Contract Code section 22300. Upon satisfactory completion of the Contract, the securities or retention plus interest earned shall be returned to the Contractor. If the Contractor exercises its option hereunder, it must notify its Subcontractors in writing, within ten (10) days of the Contractor exercising its option, of their equivalent right to do so.

Section 12.03. Withholding Additional Amounts.

In addition to the amounts which the District may retain as provided in Section 12.02, the District may withhold a sufficient amount from any payment or payments otherwise due to the Contractor as in the District's sole discretion may be necessary to protect the District in the event of the following:

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- B. Defective work not remedied;
- C. Failure of the Contractor to make proper payments to any of its Subcontractors or suppliers, including without limitation in response to a stop payment notice;
- D. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Contractor, or in the time remaining;
- A. Failure of the Contractor to comply with any lawful or proper direction concerning the Work;
- F. Claims and/or penalties which state law assesses against the Contractor for violation of such law;
- G. Any claim or penalty asserted against the District by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- H. Any liquidated damages which may accrue; or
- I. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the District to a set-off.

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

Section 12.04. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment shall relieve the Contractor from its obligations under this Contract, or entitle the Contractor to any extension of time. The Contractor shall continue diligently to prosecute the Work notwithstanding any dispute over payment.

ARTICLE 13. [Reserved]

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME

Section 14.01. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the District, upon a finding of good cause for such extension.

A. As used herein, the following terms shall have the following meanings:

1. "Excusable Delay" means any delay beyond the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor, during which the District concludes that work on the critical path cannot continue. The default of any Subcontractor or supplier is not a condition beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, but shall not entitle the Contractor to any adjustment of the Contract price.
2. "Compensable Delay" means an Excusable Delay caused solely by the wrongful acts of the District and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of Contract Time and/or an adjustment of the Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
3. "Inexcusable Delay" means any delay beyond the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of Contract Time or an adjustment of the Contract price.

B. The Contractor may make a claim for an extension of Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.
2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.

Delays in Work which do not prevent or delay the timely completion of the whole Work are not to be considered Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.

Whenever the Contractor anticipates or experiences any delay in the prosecution of the Work which the Contractor regards as good cause for an extension, the Contractor shall notify the District Representative in writing of the delay. The notice shall specify the cause of the delay, an analysis showing the effect of the delay on the critical path, and the length of the requested extension of time. Failure of the Contractor to submit such a notice within ten (10) days after knowledge of the facts giving rise to the delay shall constitute a waiver by the Contractor of any entitlement to a time extension and any associated additional compensation.

Upon receipt of a request for extension, the District Representative shall investigate the facts in the notice, shall respond to the notice in writing within ten (10) days of receipt of the request, and shall indicate whether it will recommend for or against the extension.

Section 14.03. Liquidated Damages.

If the Work is not completed by the Contractor in the time specified, or within any authorized extension of time, the Contractor acknowledges and admits that the District will suffer damage, and that it is

impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Contractor.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the project caused by the failure of the District or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Payment by the District of any progress payments after expiration of the Contract time shall not constitute a waiver by the District of its right to claim liquidated damages in accordance with this Section.

If the Contract is terminated, the Contractor shall remain liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion.

ARTICLE 15. CHANGES TO THE WORK

Section 15.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the District, or by a Directive signed by either the District or the District Representative, stating that the extra work or change is authorized.

Section 15.02. Change Orders.

The District may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the District, which shall state the scope of the change in the Work; the adjustment in the Contract amount, if any; and the adjustment in the Contract time, if any. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments set forth in the Change Order as full and complete satisfaction of the effects of the changed work.

Any extension of the Contract Time or change in the Contract amount must be included in a Change Order. No Change Order shall cause the total Contract amount to exceed the maximum amount permitted under Public Contract Code section 22032(b) for projects awarded using informal procedures.

If the Contractor believes that it has been directed to do additional work requiring a change in Contract Time or cost, then the Contractor may submit to the District Representative a Proposed Change Order (PCO).

Section 15.03. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract amount or Contract time, or both. Directives shall be approved by the District, the Architect, and, if applicable, DSA, but need not be signed by the Contractor. Signature by the Contractor on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract amount and Contract time, if any, set forth in the Directive as full and complete satisfaction of the effects of the changed work.

Upon receipt of a Directive, the Contractor shall promptly proceed with the change in the Work involved. It is the intent of the District that all Directives will be converted to a Change Order.

If the Contractor disagrees with the adjustment in the Contract amount, then the adjustment shall be determined based on (1) unit prices stated in the Contract Documents or subsequently agreed upon; (2) the District Representative's estimate of the value of the change; or (3) "time and materials," as defined below.

Section 15.04. Allowable Costs.

- A. Allowable costs for any Change Order shall be limited to the following:
1. Costs of labor, including labor burden;
 2. Actual cost of the project superintendent, but only if associated with a Compensable Delay;
 3. Actual costs of materials, including sales tax and delivery;
 4. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor or others;
 5. Combined Overhead and Profit of fifteen percent (15%) of the costs specified in (1) through (4) above to the contractor performing the work, plus ten percent (10%) of the amount specified above which is performed by a Subcontractor as the Contractor's markup on such work. Cumulative total markup shall not exceed twenty-five percent (25%).
- B. When both additions and credits are involved, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change. If the net value of a change results in a credit, then the credit shall be the actual net cost, plus five percent (5%) for Overhead and Profit.

Section 15.05. Time and Materials Adjustment.

For time and materials pricing, the price shall be calculated using the Allowable Costs in Section 15.04. Time and material (T & M) labor rates shall be pre-approved by the District Representative for T & M work.

The Contractor shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the Project Inspector or the District Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Contractor and the District Representative shall discuss and attempt to resolve any disputes concerning the Contractor's daily records at the time the report is submitted.

The Contractor shall, with its progress payment requests, specify all work performed under a T & M Directive during the period of the progress payment request. A final reconciliation shall be submitted within 30 days after the work of the Directive is completed. No costs will be allowed for work not specified with the progress payment request or timely included in a reconciliation.

Section 15.06. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

Section 15.07. Unforeseen Site Conditions.

If this Contract requires the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

- A. If any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Representative, in writing, of any:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents.
 3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. Upon receipt of notice from the Contractor, the District Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive.
- C. If a dispute arises as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall proceed with all work to be performed. The Contractor shall retain any and all rights which pertain to the resolution of disputes between the parties.
- D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice under paragraph A of this Section.

Section 15.08. Notice of Dispute

If the Contractor intends to make a claim for a change in the Contract amount or Contract Time, the Contractor must give the District Representative written notice within ten (10) days of the occurrence of the event giving rise to the claim. Failure to provide timely written notice within shall constitute a waiver by the Contractor of any claim for a change in the Contract amount or Contract time.

ARTICLE 16. [Reserved]

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship and Correction of Work.

The District shall have the right to reject materials and workmanship which are determined to be defective or fail to comply with the Contract Documents. The Contractor shall promptly correct all work rejected by the District. Rejected workmanship and materials shall be corrected to the satisfaction of the District and/or Architect all without added cost to the District and/or an increase in the Contract time.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials, then the Contractor agrees that an equitable deduction from the Contract amount shall be made therefor.

If, within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the District, promptly after receipt of a written notice from the District unless the District has previously given the Contractor a written acceptance of such condition.

Section 17.02. Notice of Default: Deduction of Cost.

If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails to commence correction of any such defective Work within three (3) days after receipt of written notice of the defect from the District, then the District may correct the deficiencies and may complete that portion of the Work through such means as the District may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other associated costs. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the District.

ARTICLE 18. DISTRICT'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the District for Convenience.

The District may at any time and for any reason, terminate, in whole or in part, Contractor's Work for the District's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's Work, take necessary actions to protect the Work, and take such other actions reasonably directed by the District to transfer or terminate any obligations associated with the Work.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) at Contract rates for Work performed in conformity with the Contract, less amounts previously paid; plus (2) previously unpaid and documented costs for materials delivered to the Site but not incorporated in the Work, not to exceed the portion of the Contract amount allocable to said items; plus (3) proven losses with respect to materials and equipment directly resulting from the termination; plus (4) reasonable demobilization costs.

If this Contract is terminated for default, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section.

Section 18.02. Termination by the District for Cause.

The District may terminate the Contract for the following causes:

A. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor; or

B. The Contractor or any of its Subcontractors materially breach any of the provisions of the Contract Documents, including without limitation failure of the Work to conform to the Contract Documents, failure to complete the Work within the Contract time, failing to make prompt payment to Subcontractors or suppliers, persistent failure to comply with the law or the instructions of the District or its representatives or agents, failure to keep required insurance in effect, or any other such material breach.

Prior to terminating for cause, the District shall give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract. Unless the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof within seven (7) days of the delivery of such notice, the District shall have the right to terminate the Contractor's right to complete the Work by written notice to the Contractor and its surety or sureties. Upon such notice, the surety shall have the rights and obligations set forth in the performance bond.

If the District takes over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, and the Contractor and its sureties shall be liable to the District for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the District may, without liability, take possession of and utilize in completing the Work, the Contractor's materials that are necessary for completion. Contractor hereby assigns to the District all of its interest in orders and/or contracts existing at the time of termination, subject to the District providing notice of acceptance of the assignment in writing, and only as to those orders and/or contracts which the District designates in writing. If the Contractor's right to proceed is terminated, then the Contractor shall not be entitled to receive any further payment until the Work is finished, and shall be liable to the District for all losses incurred by the District in completing the Work.

Section 18.03. Survival of Obligations.

No termination of this Contract or of Contractor's Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly manner, including removing all dirt, debris, and waste from the Project, the adjacent sidewalks and streets, and the working area.

Section 19.02. Final Cleaning of Project.

Prior to final acceptance/inspection and occupancy by the District, the Contractor shall thoroughly clean the Site and adjacent areas of all material related to its performance of the Work. Prior to final completion or District occupancy, the Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work Site is clean.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Notice of Punch List Inspection.

When the Contractor believes that its Work is complete, it shall request in writing a punch list inspection. Within five (5) days of the receipt of such request, the District Representative, the Project Inspector and the Architect shall schedule a punch list inspection or inform the Contractor that the work is not ready for punch list inspection. The Contractor or its representatives shall be present at the punch list inspection.

If the Contractor requests a punch list inspection when the Work is not ready for the inspection, the Contractor shall pay all costs associated with the inspection.

Section 20.02. Punch List.

The District shall prepare a written punch list notifying the Contractor of any deficiencies to be remedied prior to final acceptance. The Contractor shall remedy all items shown on the punch list prior to final acceptance.

Upon completion of any punch list work, the Contractor shall again request a punch list inspection. If the Work still does not comply with the Contract Documents, then the District may issue such further punch lists as may be required or deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents.

The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

Section 20.03. Use of Work Prior to Acceptance.

The District may take possession of a portion of the Work prior to final acceptance. Contractor acknowledges and agrees such occupancy and/or use does not constitute acceptance or completion as defined by California Civil Code section 9200. The Contractor shall be obligated to make only those repairs in the portion of the Work occupied prior to acceptance that are due to defective material or workmanship, or the operations of the Contractor, but not those due to ordinary wear and tear.

ARTICLE 21. CONTRACT CLOSEOUT

Section 21.01. Contractor's Request for Final Payment.

When the Contractor determines that all of its Work is complete and all items on the punch list have been satisfied, the Contractor shall submit to the District Representative a certificate of completion, an application for final payment, and the following items:

- A. As-built drawing information.
- B. One (1) set of required operation and maintenance documentation.

- C. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the Contract Documents.
- D. Other items as required in the Construction Administrative Procedures Manual.

No payment will be processed unless accompanied by the above listed submissions in acceptable form.

Section 21.02. Final Payment Process.

Upon receipt of the Contractor's final payment application, the District Representative shall review the submittals required by this Article and verify that all of the Work is complete, including all punch list items.

The Architect shall prepare a statement of final inspection, stating that the Work has been given a final inspection, stating that the Contractor has submitted the required documents, detailing any deviations in the Work from the Contract Documents, and estimating the cost of correction of such deviations. The District Representative shall provide a copy of the Architect's statement of final inspection to the Contractor.

The District Representative shall either (1) recommend that the District accept the payment application, or (2) reject the payment application, stating the basis therefor, and, within twenty (20) days of receipt of the final payment application, submit a written estimate of the sum due to the Contractor.

If the Contractor contests the estimate of sums due prepared by the District Representative, then the Contractor may file a claim in writing with the District Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate.

Following acceptance of the Work, the District shall authorize final payment to the Contractor of the undisputed sums found due. This final payment shall be made within sixty (60) days after completion, as defined below, and recordation of the Notice of Completion.

Section 21.05. Completion; Acceptance of Contract; Notice of Completion; Final Payment.

Completion means the Contractor's complete performance of all Work required by the Contract Documents, and the District's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy or otherwise.

Acceptance of the Work shall be made only by formal acceptance by the District. Recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the Work shall then be fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and formal acceptance by the District. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period, beginning when the correction is complete.

ARTICLE 23. CLAIM REQUIREMENTS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action

or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the District upon discovery of concealed or unknown conditions or discovery of facts regarding any disagreement, protest, direction, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes adjustment to the Contract Price or Contract Time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim. The Notice shall be submitted as soon as practical, but no more than five (5) working days after the discovery of any facts or event that does or may give rise to the claim, unless a different period for notice is specified in the Contract Documents. **Failure to timely submit the Notice of Potential Claim constitutes acknowledgement that the condition(s), fact(s), occurrence(s) or event(s) did not cause any increase in cost or time to perform and waives any Claim that the Contractor otherwise may have had the right to submit based on such condition(s), fact(s), occurrence(s) or event(s).**

Section 23.02. Definitions.

“Claim” means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the District.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Public works contract” or “public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

Section 23.03. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Claim will be based on the District's records and the Claim documentation submitted by the claimant, which shall include but not be limited to the following: background statement;

chronology (including dates of all key events); explanation of the Contractor's position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, meeting notes, inspection reports, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; Subcontractor payment releases; quantity reports; general ledgers and any other accounting materials.

Claims must be filed on or before the date of final payment, except that the Claim must be submitted no later than thirty (30) days from the date of the District Representative's estimate of sums due. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

- 23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
- 23.03.03 Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the claimant. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.
- 23.03.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 23.03.03 above, the District shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
- 23.03.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

- 23.03.06 If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- 23.03.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.
- 23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.
- 23.03.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.
- 23.03.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

- (a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.
- (b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.
- (d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.04. Claim Certification.

Every party with an interest in a claim submitted to the District, including the Contractor and any Subcontractor or material supplier, shall include the following "Claim Certification" with every claim submitted to the District. Failure to include the required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.

The claim certification required by this section shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.* ("Act"), I certify that I have read and am familiar with the provisions of the Act; that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: _____

Company _____

Signature _____

Title _____

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Contract, the Contractor agrees it will neither rescind the Contract, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. No Oral Agreements.

No oral agreement shall affect or modify any term or condition contained in the Contract Documents, nor shall such oral agreement entitle the Contractor to any additional payment or time to perform.

Section 24.02. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the District all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 24.03. Contractor Not Agent, Nor Employee.

Neither Contractor, nor any Subcontractor, nor any officer, agent, or employee of either, is an officer, agent, or employee of the District.

Section 24.04. No Third Party Beneficiaries.

The Contract is entered into solely between the District and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise.

Section 24.05. Access to Records.

The District shall have access, upon reasonable notice and during normal business hours, to any books, documents, accounting records, project files, and other relevant records of the Contractor and all Subcontractors directly or indirectly pertinent to the Work. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the District's cost.

END OF SECTION

FORM OF CONTRACT

This contract is contingent upon Wheatland School District Board approval and will not be valid unless and until approved.

THIS AGREEMENT is made and entered into as of this 12th day of March 2020, by and between the Wheatland School District (hereinafter referred to as "District"), and [contractor], an independent contractor (hereinafter referred to as "Contractor").

District and Contractor hereby mutually agree as follows:

Section 1 - SCOPE OF WORK.

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for **Bear River School – Exterior Paint Project BP#20-01**.

Section 2 - CONTRACT DOCUMENTS.

The Contract Documents, sometimes referred to as "the Contract," consist of the Invitation to Bid, the Bid, this Agreement, the Bid Bond, the Payment Bond, the Performance Bond, the General Conditions, the Special Provisions, the Guarantee Form, Exhibits, the Technical Specifications, the Hazardous Materials Requirements, the contract drawings and plans, all duly issued addenda, interpretations, Directives, Change Orders, the Construction Administrative Procedures Manual, and supplemental drawings.

Section 3 - DEFINITIONS.

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

Section 4 - CONTRACT AMOUNT.

District agrees to pay, and Contractor agrees to accept, for the full and complete performance of the Work of this Agreement the sum of [amount in words] (\$[amount in numbers]), subject to adjustment as provided in the Contract Documents.

Section 5 - PAYMENTS.

Monthly progress payments and final payment shall be made in accordance with the General Conditions of the Contract Documents.

Section 6 - TIME OF COMPLETION.

The Work shall be commenced on the date specified in the District's "Notice to Proceed," and shall be fully completed as described in the Contract Documents **by [date], 2020** together with such additional time as may be provided by any Change Order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 7 - LIQUIDATED DAMAGES.

Liquidated damages may be assessed against Contractor in accordance with the General Conditions in the amount of **\$500** per calendar day if Contractor fails to complete the Work within the Contract Time. The provision for liquidated damages in the Contract Documents shall not be applicable nor act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

Section 8 - PERFORMANCE AND PAYMENT BONDS.

Contractor, upon executing this Agreement and as a condition precedent to the District executing this Agreement, shall file a Performance Bond and a Payment Bond with District, in the form provided with the Contract Documents. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract amount. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with California Civil Code sections 9550, 9552, and 9554. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

Section 9 - LABOR CODE COMPLIANCE.

Contractor and its Subcontractors shall fully comply with all provisions of the California Labor Code governing the performance of public works contracts, including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records and prohibition against discrimination, as described more fully in the General Conditions.

Section 10 - ASSIGNMENT.

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

Section 11 - AGREEMENT BINDING.

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

Section 12 - FINGERPRINTING.

Education Code sections 45125.1 and 45125.2 apply to this Agreement, as provided in greater detail in the General Conditions.

Section 13 - GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

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

District: Wheatland School District

By: _____

Craig M. Guensler

Its: Superintendent

Board Approval Date: March 12, 2020

Contract Amount: _____

Contractor: _____

By: _____

Its: _____

Business Address: _____

License Number: _____

DIR Reg. No: _____

Federal I.D. #: _____

CORPORATE CERTIFICATE

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

(Corporate Seal)

Secretary

EXHIBIT A TO FORM OF CONTRACT

CERTIFICATION

I, _____, on behalf of _____, certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 18 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the Wheatland School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of _____ who will be providing continual supervision and monitoring of all persons who will be providing services to the Wheatland School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify Wheatland School District of any addition/deletions as they occur.

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

Executed this ___ day of _____, 20___, in _____ County, California.

(Seal of business)

By: _____
[Name of Contractor's Authorized Representative]
(Please print)

(Title)

(Signature)

EXHIBIT B TO FORM OF CONTRACT

**LIST OF EMPLOYEES WHO ARE AUTHORIZED
TO PROVIDE SUPERVISION AND MONITORING SERVICES ON SCHOOL CAMPUSES**

<u>Name:</u>	<u>School Site (if known)</u>

**EXHIBIT C TO FORM OF CONTRACT
PAYMENT BOND FORM**

Bond No. _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Wheatland School District (the "District") has awarded to

_____ as Principal a contract dated the _____ day of _____, 2019, for the furnishing of all labor, materials, equipment, transportation and services for the construction **Bear River School – Exterior Paint Project BP#20-01** located in Sacramento County, California (hereinafter referred to as the "Contract");

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

NOW THEREFORE, we the undersigned Principal and

_____ as Surety, are held and firmly bound unto the District in the sum of **[Amount, spelled out] (\$amount)** for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed there under, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed there under.

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

5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.

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

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

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

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____

By: _____

Title: _____

Title: _____

Address for Notices:

Phone # _____

Fax # _____

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

**EXHIBIT D TO FORM OF CONTRACT
PERFORMANCE BOND FORM**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Wheatland School District hereinafter referred to as "District" and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of **Bear River School – Exterior Paint Project BP#20-01** located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

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

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and
 - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's

concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of money and/or time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 11.2 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Fax #: _____

Fax #: _____

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

**EXHIBIT E TO FORM OF CONTRACT
GUARANTEE FORM**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the **Bear River School – Exterior Paint Project BP#20-01** and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

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

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

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

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

CONTRACTOR'S SIGNATURE

EXHIBIT F SCOPE OF WORK

Section 1.01 Bid Package

Bidder shall carefully review the total scope of responsibilities with respect to the Work for **Bear River School – Exterior Paint Project BP#20-01** and shall provide for the total scope in its Proposal.

Section 1.02 License Requirement: C33 Painting and Decorating Contractor

Section 1.03 Scope of Work

The Project consists of Exterior Painting at Bear River School. Work to include but not limited to exterior painting of buildings A, B, C, D, and F. Preparation, patching, priming, and application of two (2) coats of acrylic elastomeric paint – **Please refer to Exhibit H for Kelly-Moore Paint material product information.** Exterior metals to receive DTM finish. Patch cracks and/or damages to stucco at buildings A, B, C, D, and F. Seal roofing metal caps throughout.

Please refer to the Notice to Bidders and Bid Form. Bidders will be providing price per building for work to be completed during the Summer break; Construction June 11 – July 31, 2020 construction complete and punchlist and project acceptance by August 7, 2020.

Bidders will be providing alternate pricing, Add or Deduct per building to be completed during Spring 2020 and Fall 2020.

Spring 2020 work buildings include A, B (Admin), C, and C-1; April 1 – June 24, 2020 construction complete and punchlist and project acceptance by June 30, 2020.

Fall 2020 work buildings include D, D-1, F, and F-1; August 3 – October 24, 2020 construction complete and punchlist and project acceptance by October 30, 2020.

Guidelines:

Work to be completed after hours, weekends, and holidays. No work to be done while site and work areas are occupied.

All work areas must be cleaned, dry, safe, and ready for occupancy prior to the start of school the following day.

Contractor must comply with all local and County noise ordinances for start and end times of work.

Contractor to submit a construction schedule to ICS and the District for approval prior to starting any work. If Contractor needs to work in an area not identified in the approved schedule, prior to starting any work, Contractor must coordinate with ICS and the District.

Included:

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

Also Included:

4. All demolition and removal and/or replacement of Work associated with this Bid Package.
5. Coordination with other Contractors working on this campus.
6. Temporary barricades, signs, pedestrian protection, temporary facilities and traffic control Work.
7. Daily and final clean-up.

8. Qualified/certified C-7 licensed technicians must perform the replacement and/or repair of existing low voltage systems disturbed during construction, and the District must be given the opportunity to test and accept the Work prior to covering up.

Excluded:

1. Permits.
2. Fees.

Exhibit G – SITE MAP

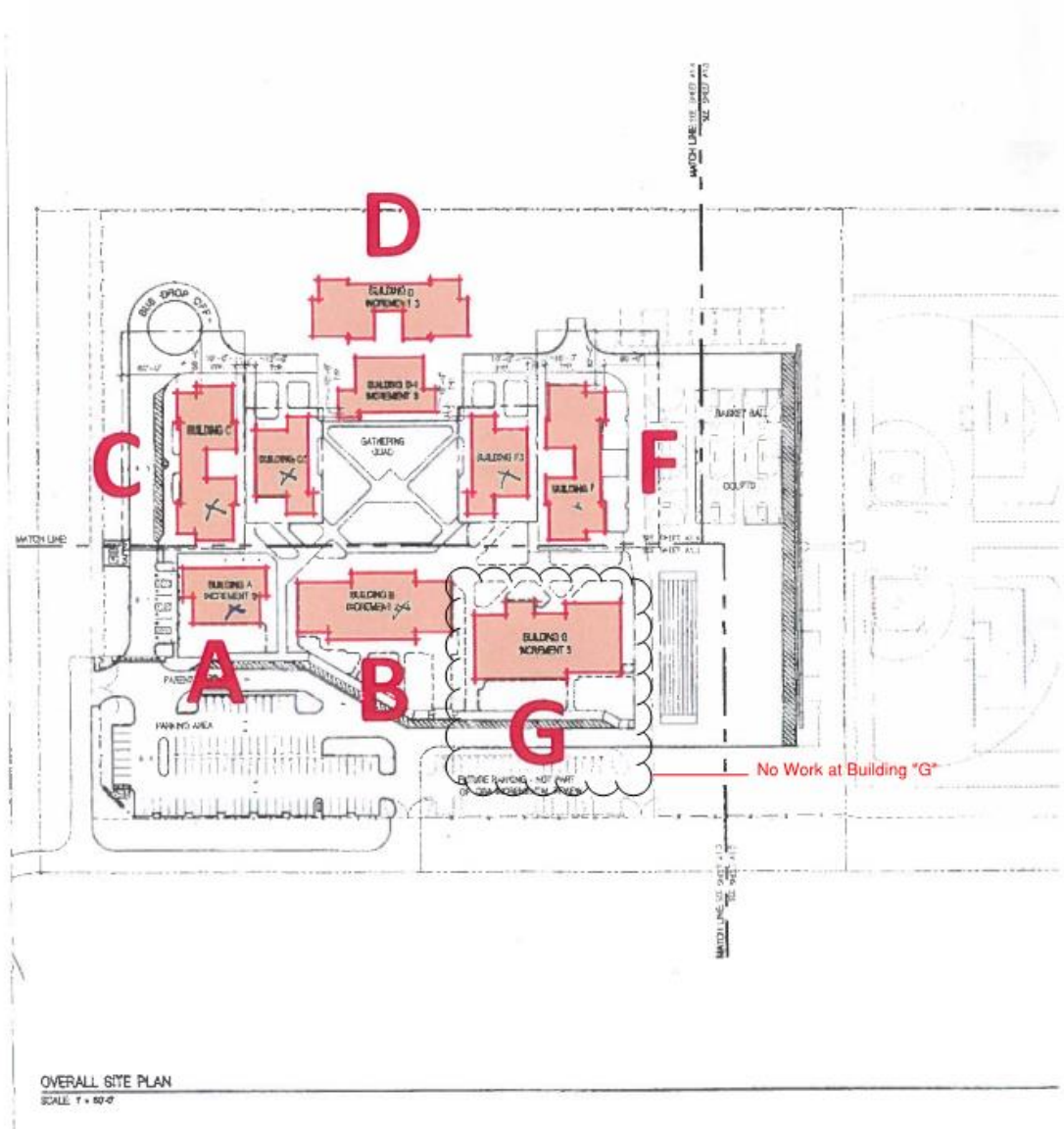


Exhibit H – KELLY-MOORE PAINT MATERIAL PRODUCT INFORMATION

KELLY-MOORE PAINTS™ ELASTAKOTE ACRYLIC ELASTOMERIC
 1119 Exterior Low Sheen Coating

PRODUCT DESCRIPTION

ElastaKote Acrylic Elastomeric is a high quality exterior low sheen coating. Designed with a 100% acrylic resin to provide excellent elongation and film strength that can bridge hairline cracks and smooth rough surfaces. This product can also be applied in waterproofing system to protect against wind driven rain. For use on walls, trim and accents made of concrete, stucco and masonry.

FEATURES		PERFECT FOR	
•Flexible Smooth Finish	•Uniforms Rough Surfaces	•Masonry	•Tilt-Up Concrete
•100% Acrylic Durability	•Waterproofing	•Stucco	•Stucco Homes
•Bridges Hairline Cracks		•Concrete Block	•Commercial Buildings

SUBSTRATES & SYSTEM RECOMMENDATIONS

PREP Properly prepare all new or previously painted surfaces. See 'Surface Preparation' on Page 2 for detailed instructions.

PRIME Prime surfaces with recommended Kelly Moore primer.

Masonry, Stucco & Fiber Cement Board	1 Coat	247 AcryShield Masonry Primer
---	---------------	--------------------------------------

PAINT	TOPCOAT	1-2 Coats	ElastaKote Acrylic Elastomeric	
	BRUSH Synthetic Bristle		ROLL 3/4" to 1 1/4" Synthetic Cover	SPRAY 2000-2500 PSI .023"-.027" Orifice Tip
	FILM THICKNESS 16.0-20.0 Wet Mills 8.5-10.6 Dry Mills		PRACTICAL COVERAGE 80-100 sq ft/gal	DRYING TIME @ 75°F & 50% R.H. Touch: 2 Hours Recoat: 24 Hours
	WIND DRIVEN RAIN Passes (ASTM D6904)	WATER VAPOR PERMEANCE >13 perms (ASTM D1653A)	ELONGATION >250% (ASTM D2370)	TENSILE STRENGTH >150 psi (ASTM D2730)

SELF-PRIMING
 ElastaKote can be applied as a self-priming coating over previously painted surfaces and masonry. See Pages 2 and 3 for self-priming specifications and application.

Ask a local Kelly-Moore representative for additional system recommendations.

SPECIFICATIONS

RESIN TYPE 100% Acrylic	FINISH Low Sheen <10 @ 60°	TEMPERATURE 50°F - 100°F	MEETS THE V.O.C. LIMITS FOR •CARB •National AIM •SCAQMD •Green Seal GS-11 •LEED V4
WEIGHT PER GALLON 11.5 ± 0.25 lbs.	SIZES AVAILABLE 1 & 5 Gallon Containers	CLEAN-UP Soapy Water	
SOLIDS BY VOLUME 53% ± 2%	BASES AVAILABLE White & Custom Tinted Colors	V.O.C. <50 g/L (per ASTM D6886)	

KELLY-MOORE PAINT COMPANY INC.
 987 COMMERCIAL ST. SAN CARLOS, CA 94070

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KELLY-MOORE
PAINTS™

ELASTAKOTE ACRYLIC ELASTOMERIC
1119 Exterior Low Sheen Coating

SPECIALTY PRIMER RECOMMENDATIONS

Porous Masonry
521 Prime & Fill Block Filler

Stain Blocking
295 Kel-Bond Universal Primer

Chalky Surfaces
98 Multi-Seal

SELF-PRIMING SYSTEM

This product is self-priming over previously painted surfaces and masonry <9 pH. A minimum of 2 finish coats are required for touch-up, as well as sheen and color uniformity. Following the recommended recoat times is required between all applied coats. An appropriate primer or sealer is required when a porous substrate is present.

WATERPROOFING SYSTEM

A minimum of 2 separate topcoats are required for a waterproof system. A dry time of 24 hours is required between all applied coats. Separate topcoats should be sprayed and then backrolled to achieve a combined minimum of 16 dry mils, with less than 10 pinholes per square foot.

TOPCOATING

If desired, topcoat with a Kelly-Moore premium low sheen finish to reduce dirt pick up.

Topcoating this product with any Kelly-Moore exterior finish may reduce flexibility of the system. Cracking of the topcoat may occur with substrate movement.

Contact your Kelly-Moore representative for further system recommendations.

SURFACE PREPARATION

GENERAL All surfaces must be cured, firm, dry and cleaned free of dust, dirt, oil, grease, wax, chalk, rust, mildew or any other contamination or condition that would adversely affect the performance of the coating. Sand glossy, dense or glazed surfaces.*

NEW SURFACES All surfaces should be sound, free of contamination and dry. Masonry should have a moisture content of less than 12% as measured by a moisture meter.

PREVIOUSLY PAINTED SURFACES Remove any peeling, chalky or loosely adhering paint, sand to feather edges, dust clean (do not use tack rags). Sand glossy finishes.*

*See WARNING! below for existing leaded paint.

SAFETY INFORMATION

Avoid contact with eyes, skin and clothing. Do not take internally. Wash thoroughly after handling. Close container after each use. For additional safety information consult the Safety Data Sheet for this product.

USE ONLY WITH ADEQUATE VENTILATION

KEEP OUT OF REACH OF CHILDREN

For proper disposal of excess material, please contact your local city or county waste management agency.

WARNING!

If you scrape, sand or remove old paint from any surface, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Carefully clean up with a wet mop or HEPA vacuum. Before you start, find out how to protect yourself and your family by contacting the U.S. EPA/Lead Information Hotline at 1- 800-424-LEAD (5323) or log on to www.epa.gov/lead.

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1119 Exterior Low Sheen Coating

LIMITED WARRANTY

The statements made on this bulletin, product labels or by any of our agents concerning this material are given for information only. They are believed to be true and accurate and are intended to provide a guide to approved construction practices and materials. As workmanship, weather, construction equipment, quality of other materials and other variables affecting results are all beyond our control, Kelly-Moore Paint Company, Inc., does not make nor does it authorize any agent or representative to make any warranty of MERCHANTABILITY OR FITNESS for any purpose or any other warranty, guarantee or representation, expressed or implied, concerning this material except that it conforms to Kelly-Moore's quality control standards. Any liability whatsoever of Kelly-Moore Paint Company, Inc. to the buyer or user of this product is limited to the purchaser's cost of the product itself.

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1119 Exterior Low Sheen Coating

APPLICATION

MIXING Mix well before use. Purchase enough paint to complete your project at the same time. If additional paint is needed, retain some of the original material and intermix the paint before application or touch up.

THINNING Apply at can consistency. If thinning is necessary to maintain workability, do not exceed one-half pint of water per gallon.

DRYING Dry times are based on standard conditions of 75°F with a relative humidity of 50%. Lower temperatures or higher humidity may extend drying times. Higher temperatures may speed drying time. Provide adequate ventilation and air movement during and after painting.

TEMPERATURE Do not apply when material, air, and/or surface temperature is outside of the recommendations on page 1. Store at room temperature and protect from freezing.

COVERAGE May vary depending on method of application, porosity and texture of the surface.

NEW SURFACES Prime surfaces following primer recommendations on Page 1 and 2.

Two finish coats will provide a more even color and sheen. It will also help with touch-up and durability. Backroll while spraying to ensure an even coat. Backrolling the prime coat will fill in porous surfaces. Backrolling the topcoat will reduce pinholes, create uniform sheen, and make for easier touch-up. Avoid lap marks by maintaining a wet edge at all times. Re-wet your applicator before it starts to run dry; any light spots, when dried, may appear different than heavy spots in both color and sheen. An even coat is your goal. Lay the paint on and leave it alone. Be sure to give paint an opportunity to flow and level after application. This product is not intended for use on floors.

PREVIOUSLY PAINTED SURFACES Glossy surfaces should be completely dulled prior to painting.

Spot prime bare and patched areas or prime entire surface with a suitable Kelly-Moore product. When making a significant color change, a primer is recommended to aid hide and appearance of the finish coating. Follow application instructions for 'new surfaces' listed above.

STAIN BLOCKING When painting over stains or tannins, an appropriate primer is recommended before top coating. For heavy stains, a second coat of primer may be required. 24 hours are required between all coats.

FIBER CEMENT BOARD Follow primer recommendations on Page 1. A minimum of two finish coats at 4-6 wet mils are required over factory prime for sheen uniformity and touch up. Backroll spray applied topcoats.

CAULKING When filling voids, prime the surface then apply paintable patching, acrylic caulking, siliconized acrylic, or elastomeric caulking to the manufacturer's recommendations. Allow the caulking to fully dry, then apply the finish paint.

CONTAINERS AND TOOLS Transfer material into a clean container before use. Use new or thoroughly cleaned tools. To avoid contamination, do not re-dip applicators or add used material into containers being used for storage.

STORAGE Store material in a clean, tightly sealed container free of rollers, brushes, or other outside materials.

TESTING Prior to full application, apply a test patch to ensure the preparation and coating system are appropriate for the project. If test patch results do not meet the needs of the project, contact a Kelly-Moore representative for recommendations.

CURE Architectural coatings require up to 30 days after final application for full cure. Cure times vary depending on environmental conditions and air circulation. Full performance characteristics are achieved when coating has fully cured.

CLEANING Wait at least two weeks after application before attempting to clean or maintain the surface. Use a new soft cotton cloth or sponge with clean water to wipe the surface. If the surface has heavy dirt or stains, a mild detergent may be added to the water for cleaning. Clean tools with warm soapy water.

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Rev. 12/10

**Exhibit I - GUIDELINES WHILE ON SCHOOL SITE
WELCOME TO THE WHEATLAND SCHOOL DISTRICT!**

The safety of students is our highest priority. Please follow these guidelines as you visit and work on our campuses. At each site you will see many students, staff, and parents who will be delighted to know that you are there to modernize our schools.

START AND END TIMES

The daily beginning and end of the school day is a busy time. Try to avoid arriving and/or leaving schools during these times. See school schedules on pages 3 & 4 of this document.

PARKING

Please check with Construction Manager for approved parking and staging locations. Certain locations have been designated at each school. In some cases, parking areas have been arranged on school grounds, at the end of parking lots or adjacent properties. In other cases, parking is on the street.

DRIVING ON SCHOOL GROUNDS

When children are present on campus and you must drive a vehicle on the school grounds, especially playground or blacktop areas where physical education classes are held, it is mandatory that a “spotter” WALK alongside the vehicle. Students are sure that they can run faster than a truck and may try to cross in front of a moving vehicle, etc. Please also use a “spotter” when backing up at any time on school grounds.

WORKING WITHIN DESIGNATED AREAS

Modernization work is allowed only in areas designated for each phase of construction as shown on the schedule. Workers, materials, and equipment (including storage) will not be allowed outside designated areas.

CLASSROOM DISRUPTIONS

Before entering an area where instruction is in process, you are required to clear with Construction Manager. Do NOT engage in conversation with students.

CONSTRUCTION BREAKS AND LUNCHES

Coffee breaks and lunch should be taken at a location removed from the playground/blacktop and from the buildings, and locations where students congregate. It is perfectly acceptable to relax in a corner of the grounds or other out-of-the-way area acceptable to the school. There is no food service available for workers on the site. Use of student restrooms is not allowed. Use the portable restroom facilities only

SMOKING, DRUGS, RADIOS, APPROPRIATE LANGUAGE AND DRESS

- WSD is a “tobacco-free facility” District wide. If you want to smoke, vape, or chew tobacco, please do so off campus.
- Use or possession of drugs of any kind is strictly forbidden.
- Please do not play radios during school hours and, when possible, keep talking to normal levels.
- Acceptable language is a must. This means the avoidance of swearing, foul language, and racial, ethnic, or sexual slurs or comments which could be considered harassment. San Juan tries very hard to MODEL the behavior we wish our youngsters to adopt, so we would very much appreciate any help you can give us in this effort.
- Dress appropriately for the worksite. Specifically, tank tops and cut-off shorts are not allowed. Additionally, what is written or pictured on shirts must comply with the requirement of acceptable language above, and must avoid reference to tobacco, alcohol, and drugs.
- Violation of any of the above will result in immediate automatic dismissal.

THANK YOU VERY MUCH FOR YOUR COOPERATION

Exhibit J- SCHOOL YEAR CALENDAR

WHEATLAND SCHOOL DISTRICT
2019-2020 STUDENT CALENDAR

July '19							August '19							HOLIDAYS/SCHOOLS NOT IN SESSION:		
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa			
	1	2	3	4	5	6					1	2	3	Labor Day	September 2	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	Veterans' Day	November 11	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	Thanksgiving Break	November 25 - 29	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	Winter Break	Dec 23 - Jan 10	
28	29	30	31				25	26	27	28	29	30	31	Martin Luther King Day	January 20	
														Lincoln's Birthday Observed	February 10	
														President's Day	February 17	
														Spring Break	April 6 - 13	
														Memorial Day	May 25	
September '19							October '19							STATE TESTING:		
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa			
1	2	3	4	5	6	7		1	2	3	4	5	Physical Fitness Testing Window (5th & 7th)	May 1 - May 29		
8	9	10	11	12	13	14	6	7	8	9	10	11	12	CAASPP (State) Testing Window(3rd to 8th)	May 1 - May 29	
15	16	17	18	19	20	21	13	14	15	16	17	18	19			
22	23	24	25	26	27	28	20	21	22	23	24	25	26			
29	30						27	28	29	30	31					
November '19							December '19							IMPORTANT DATES:		
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa			
					1	2	1	2	3	4	5	6	7	LT/WCA New Parent Orientation	August 8	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	BR New Parent Orientation	August 8	
10	11	12	13	14	15	16	15	16	17	18	19	20	21	All Staff Day	August 12	
17	18	19	20	21	22	23	22	23	24	25	26	27	28	Staff Dev Day/Teacher Buy Back	August 13	
24	25	26	27	28	29	30	29	30						First Day of School	August 14	
														BR Back to School Night	August 22	
														LT/WCA Back To School Night	August 29	
														WE Back to School Night	August 28	
														After School Lights On Event	October 25	
														Shady Creek/5th Grade Outdoor Ed	December 2 - 6	
														100th Day of School	31-Jan	
														Preschool Begins	August 14	
														After School Program Closed	December 20 & June 4	
														Last Day of School	June 4	
January '20							February '20							MINIMUM DAYS:		
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa			
				1	2	3							1	Halloween	October 31	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	Parent-Teacher Conferences	November 18 - 22	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	Holiday Release	December 20	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	Parent-Teacher Conferences	March 16 - 20	
26	27	28	29	30	31		23	24	25	26	27	28	29	Last Day of School	June 4	
														Staff Development Days	Sept 9, Oct 7, Dec 2 Jan 13, Feb 3, Apr 20	
March '20							April '20							SUMMER CAMP:		
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa			
1	2	3	4	5	6	7					1	2	3	4	Summer Camp	June 8 - 26
8	9	10	11	12	13	14	5	6	7	8	9	10	11	ACADEMIC INTERVENTION:		
15	16	17	18	19	20	21	12	13	14	15	16	17	18	Session 1 -	Sept 10 - Nov 14	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	Session 2 -	Jan 21 - April 2	
29	30	31					26	27	28	29	30			PROGRESS REPORTS:		
														1st Progress Report	September 20	
														2nd Progress Report	January 24	
														3rd Progress Report	April 17	
May '20							June '20							PROMOTION:		
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa			
					1	2								Bear River	June 4	
3	4	5	6	7	8	9	7	8	9	10	11	12	13			
10	11	12	13	14	15	16	14	15	16	17	18	19	20			
17	18	19	20	21	22	23	21	22	23	24	25	26	27			
24	25	26	27	28	29	30	28	29	30							
31																

Total Student Days = 180

Board Approved - 2/21/2019

Days Before Winter Break 86
Days After Winter Break 94

Trimester Ends
End of Tri 1 is November 8 = 62 days
End of Tri 2 is March 6 = 61 days
End of Tri 3 is June 4 = 57 days

Section 01 31 19 - PROJECT MEETINGS & PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. The District Representative will schedule and administer a preconstruction meeting, regular progress meetings, and specially called meetings throughout progress of the Work, and will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made at meeting.
- B. Representatives of Contractor, Subcontractors and suppliers attending meetings shall be experienced supervisory staff with written authorization to act on behalf of the entity each represents.

1.02 PRECONSTRUCTION MEETING

- A. Timing: Prior to start of construction.
- B. Attendance: District Representative, Contractor, when required by District to attend.
- C. Purpose: Discuss and familiarize Contractors with construction administrative procedures to be used on the Project.

1.03 PROGRESS MEETINGS

- A. Timing: Frequency, day and time to be determined by the District Representative and District.
- B. Attendance: District Representative and each contractor on site.
- C. Purpose: The purpose of these meetings is to provide a formal and regular forum for the District, District Representative, and the Contractors to present questions, problems or issues that need to be addressed. It will also provide an opportunity to review the progress on previous issues and action items along with submittal and schedule review.
- D. Each Contractor scheduled to commence Work within the following week will attend the current week's meeting to coordinate Work with other contractors already on site.

1.04 SPECIALLY CALLED MEETINGS

- A. The District Representative may call a special meeting at any time during the course of the Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

END OF SECTION

Section 01 35 16 - ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.
- D. Salvage materials.

1.02 RELATED SECTIONS

- A. Section 01 73 29 - Cutting and Patching.

1.03 ALTERATIONS, CUTTING AND PROTECTION

- A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.
- B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.
 - 1. Cut finish surfaces such as concrete, masonry, drywall, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division, or where indicated.
- C. Protect existing finishes, equipment, and adjacent work, which are scheduled to remain, from damage.
 - 1. Protect existing and new' work from extremes of temperature.
 - a. Maintain existing Interior work above 60 degrees F
 - b. Provide heat and humidity control as needed to prevent damage to remaining existing work and to new work.
- D. Provide temporary enclosures to separate work areas from existing building and from areas occupied by the District.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials. As specified in product Sections; match new materials to existing work.
 - 1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
 - 2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.

- 1 B. Type and Quality of Existing Products: Determine by inspection and testing existing products where
2 necessary, referring to existing Work as a standard.
3
4

5 PART 3 EXECUTION
6

7 3.01 EXAMINATION
8

- 9 A. Verify that demolition is complete, and areas are ready for installation of new Work.
10
11 B. Beginning of restoration Work means acceptance of existing conditions.
12

13 3.02 PREPARATION
14

- 15 A. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and
16 restore at completion. The full extent of cutting and patching is not shown or specified. The Contractor
17 shall perform all cutting and patching as required.
18
19 B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and
20 deteriorated masonry and concrete. Replace materials as specified for finished Work.
21
22 C. Remove debris and abandoned items from area and from concealed spaces.
23
24 D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
25

26 3.03 INSTALLATION
27

- 28 A. Coordinate work of alterations and renovations to expedite completion and to accommodate District
29 occupancy. Patch and extend existing work using skilled mechanics that are capable of matching
30 existing quality of workmanship. Quality of patched or extended work shall be not less than that
31 Specified for new work.
32
33 B. Room Finishes. Complete in all respects consistent with the Contract Documents.
34
35 C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring
36 Products and finishes to specified condition.
37
38 D. Install Products as specified In Individual Sections.
39

40 3.04 TRANSITIONS
41

- 42 A. Where new Work abuts or aligns with existing, perform a smooth and even transition.
43
44 B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or
45 bulkheads.
46
47 C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate
48 existing surface along a straight line at a natural line of division and make recommendation to Architect.
49

50 3.05 ADJUSTMENTS
51

- 52 A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth
53 transition.
54
55 B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to
56 method of making transition.
57

- 1 C. Trim existing doors as necessary to clear new threshold Installation. Refinish trim as required.
- 2
- 3 D. Fit work at penetrations of surfaces as shown on drawings.
- 4

5 3.06 SALVAGED MATERIALS

- 6
- 7 A. Salvaged Materials from existing facilities, which are specified in the Special Provisions, identified in bid
- 8 doc's or tagged in the field are to be salvaged and shall remain the property of the District. The Contractor
- 9 shall include the removal, disassembly, preparation, marking, bundling, packaging, tagging, hauling, and
- 10 stockpiling of salvaged materials or facilities to the location specified in the Special Provisions, or as
- 11 directed by the District Representative. Materials include, but are not limited to parts, articles, and
- 12 equipment of assembled facilities. Salvaging does not include the preparation of existing material that is to
- 13 be reused in the work.
- 14
- 15 B. When only specific materials from the facility are designated to be salvaged, the remaining materials
- 16 from that facility shall be removed and disposed of as provided for elsewhere in the Contract
- 17 Documents. Materials to be salvaged shall not be removed until their use in the existing facility is no
- 18 longer required, as determined by the District Representative.
- 19
- 20 C. When practicable, salvaged materials shall be hauled directly to the location specified in the Special
- 21 Provisions and stockpiled; however, salvaged materials may be temporarily stored at a location selected
- 22 by the Contractor and approved by the District Representative and later hauled to and stockpiled at their
- 23 final location. Materials which are lost before stockpiling at their final location shall either be replaced by
- 24 the Contractor, at the Contractor's expense, or, at the discretion of the District Representative, the
- 25 estimated cost of replacement may be deducted from any moneys due or to become due to the
- 26 Contractor.
- 27
- 28 D. Materials designated to be salvaged that are damaged, as determined by the District Representative,
- 29 shall be segregated from undamaged material. After review of the damaged materials by the District
- 30 Representative, all damaged materials that are rejected by the Districts Representative shall become the
- 31 property of the Contractor and shall be disposed of as provided elsewhere in the Contract Documents.
- 32
- 33 E. Materials to be salvaged that are damaged as a result of the Contractor's operations shall be repaired by
- 34 the Contractor, at the Contractor's expense, to the satisfaction of the District Representative. Materials
- 35 that are damaged beyond repair as a result of the Contractor's operations shall be disposed of as
- 36 provided elsewhere in the Contract Documents and replaced at the Contractor's expense; or, at the
- 37 discretion of the District Representative, the estimated cost of replacement may be deducted from any
- 38 moneys due or to become due to the Contractor.
- 39
- 40 F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality
- 41 and condition as the lost or damaged materials were prior to their removal. Replacement materials
- 42 should also be of the same size, color, weight etc. of the original materials. Matching or exceeding
- 43 quality and condition alone may not permit the reuse of material.
- 44

45 3.07 REPAIR OF DAMAGED SURFACES

- 46
- 47 A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other
- 48 imperfections.
- 49
- 50 B. Repair substrate prior to patching finish.
- 51

52 3.08 FINISHES

- 53
- 54 A. Finish surfaces as specified in Individual Product Sections.
- 55
- 56 B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched,
refinish entire surface to nearest Intersections.

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2
3
4
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11

- C. Unless otherwise specified or shown, subsurfaces shall be prepared as recommended by finish material manufacturers for project conditions for the proper application of new finishes.

3.09 CLEANING

- A. Clean adjacent Owner-occupied areas of work soiled by work of this contract (See General Conditions Section 00 72 00, Article 19).

END OF SECTION

Section 01 45 00 - QUALITY CONTROL

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-up.

1.02 RELATED SECTIONS

- A. Section 00 72 00-General Conditions, Article 11- Submittals
- B. Exhibit H Material Product Information

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given him/her and said directions shall be binding as if given to the Contractor. Contractor's representative shall be responsible to coordinate all work to be performed.
- H. Shop and fieldwork shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with the drawings, approved shop drawings and these specifications.

- 1 I. All work shall be erected and installed plumb, level, square and true and in proper alignment and
2 relationship to the work of other trades. All finished work shall be free from defects. The Architect,
3 Engineer, District and its representatives reserves the right to reject any materials and workmanship
4 which are not considered to be up to the highest standards of the various trades involved. Such inferior
5 material or workmanship shall be replaced by the Contractor at no additional cost to the District and
6 without an extension of the Contract Time.
7
- 8 J. All work shall be installed by a knowledgeable contractor and defined "certified to install" by the
9 specified materials manufacturers. The specifications and recommendations of the manufacturer whose
10 materials are used shall be strictly adhered to during the application or installation of materials.
11
- 12 K. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for
13 the furnishing of guarantee shall be provided by the Contractor without additional cost to the District.
14

15 1.04 REFERENCES

- 16
- 17 A. Conform to reference standards by date of issue current on date of the Contract Documents.
18
- 19 B. Should specified reference standards conflict with Contract Documents, request clarification from
20 Architect before proceeding.
21
- 22 C. The contractual relationship of the parties to the Contract shall not be altered from the Contract
23 Documents by mention or inference otherwise in any reference document.
24
- 25 D. The Contractor shall be responsible for being current and knowledgeable of all building codes involved
26 for all trades under his direction.
27
- 28 E. Provide all work and materials in full accordance with the California Building Standards Administrative
29 Code, the California Building Code (CBC), California Electrical Code (CEC), California Mechanical Code
30 (CMC), California Plumbing Code (CPC), California Energy Code, California Fire Code (CFC), California
31 Referenced Standards, State Fire Marshal Regulations, Cal/OSHA, and any other applicable laws or
32 regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to
33 these Codes
34
- 35 F. Furnish without extra charge any additional material and labor required to comply with these Rules and
36 Regulations.
37

38 1.05 FIELD SAMPLES

- 39
- 40 A. Install field samples at the site as required by individual specifications Sections for review.
41
- 42 B. Acceptable samples represent a quality level for the Work.
43
- 44 C. Where field sample is specified in Individual Sections to be removed, clear area after field sample has
45 been accepted by Architect.
46

47 1.06 MOCK-UP

- 48
- 49 A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals,
50 and finishes.
51
- 52 B. Where mock-up is specified in Individual Sections to be removed, clear area after mock-up has been
53 accepted by Architect.
54
55
56

END OF SECTION

Section 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

ARTICLE 1. GENERAL

SECTION 1.01 WORK INCLUDED

Temporary Facilities and controls required for this Work include, but are not necessarily limited to:

1. Temporary water, power, light, and heat.
2. Temporary weather protection.
3. Parking and storage areas.
4. Site fencing and security.
5. Sanitary facilities.
6. Final and course of construction cleanup and removal of debris.

SECTION 1.02

Temporary Water:

Each Contractor shall provide sufficient hose to carry water to every required part of construction and allow use of water facilities to Subcontractors engaged in Work. Contractor is also responsible for the removal of the temporary water. Existing school water outlets may be utilized. Any additional water required shall be provided by the Contractor.

Temporary Weather Protection:

Each Contractor shall provide and maintain protection measures and Best Management Practices to ensure that damage(s) will not occur to District property during course of construction and protect the District from State Water Resources Control Board actions.

SECTION 1.03 STORAGE CONTAINERS

If desired, the Contractor may provide a temporary storage container(s). Locate storage container(s) as directed by the District Representative. Upon completion of Work, Contractor shall remove any and all temporary storage container(s).

SECTION 1.04 PARKING OF VEHICLES

Each Contractor shall assume **all** responsibility for job site vehicle parking of his and his Subcontractor's vehicles. Locations of parking shall be as directed by the District Representative. School sites may not accommodate on-site parking of construction personnel vehicles. Contractor shall assure compliance with all applicable requirements for on-street vehicle parking.

SECTION 1.05 STORAGE AND LAYDOWN AREAS

The District Representative will coordinate use of available laydown areas among various contractors. Only areas designated by the District Representative can be used by Contractors. Each contractor is responsible for providing his own fenced storage facilities (trailers or cargo containers.)

SECTION 1.06 TEMPORARY SITE FENCING AND SECURITY

Each Contractor shall provide and maintain temporary fencing surrounding the buildings and/or rooms under construction, and staging areas. Set-up/relocation of temporary fencing shall be included for each phase of work as shown on the Preliminary Construction Schedule. Contractor is responsible for the security of all equipment, material, and completed construction items. Contractor is also responsible for securing any breeches to existing security system/building caused by his Work. Temporary measures may include watchman, temporary doors, temporary alarm, etc.

1 SECTION 1.07 SANITARY FACILITIES

2
3 Each Contractor shall provide sanitary toilet facilities for use of all Workers employed on Project, in
4 accordance with State and Local health departments. Use of District toilet facilities will not be allowed.

5
6 SECTION 1.08 CLEAN UP AND REMOVAL OF DEBRIS

7
8 Each Contractor shall assume all responsibility for cleanup and removal of debris created by his Scope of
9 Work on a daily basis. No community dumpsters will be provided. In the event unidentifiable job site
10 clutter or debris becomes a problem, at the District Representative's request, each contractor shall
11 provide sufficient labor to be directed by the District Representative's personnel in a group cleanup effort.
12 If a Contractor's clean-up is found to be deficient, the District may back-charge the Contractor for clean-
13 up and/or withhold progress payments as determined appropriate by the District in accordance with
14 Section 12.06, Para E, General Conditions Section 00 72 00.

15
16 SECTION 1.09 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

17
18 Contractor shall provide, maintain and remove upon completion of Work, all temporary rigging,
19 scaffolding, hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective
20 structures or devices necessary for safety of Workers and public property as required to complete the Bid
21 Package Scope of Work.

22
23 Safety: The contractor is responsible for the complete safety of district personnel, students, and the
24 general public at all times.

25
26 Walkways and barricades: If Contractor's portion of Work interferes with pedestrian traffic, provide
27 pedestrian walkway protection conforming to City standards and CAL OSHA requirements.

28
29 Access: The contractor is responsible to maintain access to the buildings at all times. Temporary covered
30 walkways and/or barricades may be required.

31
32 Protection: Each Contractor must protect all Workers and equipment from power lines by maintaining
33 safe distances and by providing protective devices where and as required by Industrial Safety
34 Commission and CAL-OSHA.

35
36 Temporary construction and equipment: All temporary construction and equipment shall conform to all
37 regulations, ordinances, laws and other requirements of State and any other authorities having jurisdiction
38 (including insurance companies), with regards to safety precautions, operations and fire hazards.

39
40 PART 2 - PRODUCTS

41 Not Used

42
43
44 PART 3 - EXECUTION

45 Not Used

46
47
48 END OF SECTION

Section 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Execute cutting, fitting or patching of Work, required to:
 - 1. Make parts fit properly.
 - 2. Uncover Work to provide for installation of ill-timed Work.
 - 3. Remove and replace Work not conforming to requirements of Contract Documents.
 - 4. Remove and replace defective Work.
 - 5. Remove samples of installed Work as specified for testing.
 - 6. Remove existing materials (demolition) required prior to installation of specified Work.
 - 7. Uncover Work to provide for Architect's observation of covered Work.
- B. Do not endanger structural integrity of any Work by cutting or altering any part of it.
- C. The Contractors with structural responsibility within their scope of Work shall solely execute structural cutting and patching required for this Project, according to DSA Approved Drawings.
- D. Minor cutting and patching of finishes and/or trim will be performed by the Contractor where required for the execution of his Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the Architect prior to the start of Work.
- E. The Contractor shall make the field measurements necessary for its Work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing its material properly, the District Representative and Architect shall be notified in writing within 24 hours. Cutting into the walls, ceilings and floors, if necessary, shall be carefully and neatly performed and then be repaired as specified in the Contract Documents. The Architect shall be consulted prior to the start of Work in all cases where cutting into a structural portion of the building is either desirable or necessary so that satisfactory reinforcement may be provided.
- F. Patching of all exposed architectural finishes shall be performed under the supervision of the Inspector. Cutting and patching of existing architectural finishes shall be minimized to the extent possible through careful routing and placement of new Work. The Architect or Inspector shall have the authority to reject substandard or unacceptable patching.
- G. Patching of openings that are cut in any fire rated walls or membranes shall be sealed tightly using approved materials only. Verify that fire rating envelopes are maintained and inspections provided prior to concealing Work. Cutting and patching, if required by Agencies to verify adequacy of protection after concealment, shall be performed at no cost to the District.

1.02 RELATED SECTIONS

- A. Section 00 72 00 - General Conditions.
- B. Special Provisions.
- C. Section 01 35 16 - Alteration Project Procedures.
- D. Section 01 45 00 - Quality Control.
- E. Section 01 50 00 - Construction Facilities and Temporary Controls.

1 1.03 SUBMITTALS

- 2
- 3 A. Prior to cutting which affects structural safety of Project, submit written notice to Architect requesting
4 consent to proceed with cutting. See items "C" and "E", Section 1.01.
5
- 6 B. Should conditions of Work or schedule require change of materials or methods, submit written
7 recommendation to Architect, within 48 hours, including:
8 1. Conditions requiring change.
9 2. Recommendations for alternative materials or methods.
10 3. Submittals as required for substitutions.
11 4. Quotations of charges or credits.
12
- 13 C. Submit 48-hour advance written notice to Architect (with a copy to the District Representative)
14 designating the time Work will be uncovered.
15
- 16 D. Submit all materials to be used in cutting and patching in accordance with Specification Section 00 72 00.
17

18

19 PART 2 - PRODUCTS

20

21 2.01 MATERIALS

- 22
- 23 A. Primary Products: Materials for replacement of Work removed are to comply with Technical
24 Specifications and are required to match original installation.
25
- 26 B. Product Substitution: For any proposed change in materials, submit request for substitution in
27 accordance with Specification Section 00 72 00.
28

29

30 PART 3 - EXECUTION

31

32 3.01 EXAMINATION

- 33
- 34 A. Examine existing conditions prior to commencing Work, including elements subject to movement or
35 damage during cutting and patching.
36
- 37 B. After uncovering existing Work, examine conditions affecting installation of new products and
38 performance of Work.
39
- 40 C. Beginning of cutting or patching operations means acceptance of existing conditions.
41

42 3.02 PREPARATION

- 43
- 44 A. Provide means of shoring, bracing and temporary supports as required to maintain structural integrity of
45 the Work.
46
- 47 B. Provide devices, enclosures and methods to protect adjacent surfaces and areas of the property from
48 damage, dust or disruption.
49
- 50 C. Provide protection from the elements for areas, which may be exposed during cutting or patching.
51
- 52 D. Maintain excavations free of water.
53
- 54
- 55
- 56

1 3.03 CUTTING

- 2
- 3 A. Execute cutting, fitting and adjustment of products to permit finished installation to comply with specified
- 4 tolerances and finishes.
- 5
- 6 B. Perform cutting and demolition by methods, which will prevent damage to other Work, and will provide
- 7 proper surfaces to receive installation of repairs and new Work.
- 8
- 9 C. Uncover Work to install improperly sequenced Work.
- 10
- 11 D. Remove and replace defective, rejected or non-conforming Work.
- 12
- 13 E. Remove samples of installed Work for testing when requested.
- 14
- 15 F. Provide openings in the Work for penetration of Mechanical and Electrical Work.
- 16
- 17 G. Employ only experienced installers to perform cutting for weather exposed, moisture resistant and sight-
- 18 exposed surfaces.
- 19
- 20 H. Cut concrete, tile plaster and other rigid materials using masonry/concrete saws and core drills.
- 21 Pneumatic tools are not allowed without prior approval.
- 22

23 3.04 PATCHING

- 24
- 25 A. Execute patching to match adjacent Work.
- 26
- 27 B. Fit products together to integrate seamlessly with adjacent Work.
- 28
- 29 C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate
- 30 surfaces to receive finishing Work.
- 31
- 32 D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-
- 33 exposed surfaces.
- 34
- 35 E. Restore Work with new products in accordance with requirements of the Contract Documents.
- 36
- 37 F. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with
- 38 approved fire rated material in accordance with the manufacturers installation instructions and applicable
- 39 Codes.
- 40
- 41 G. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and
- 42 leave in finished condition.
- 43
- 44 H. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and color.
- 45 For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire
- 46 unit or area.
- 47

48 END OF SECTION

49