

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PROJECT MANUAL

SCHOOL

**Cesar Chavez / Edward Kemble Elementary School
7495 29th St, Sacramento, CA 95822
Cesar Chavez / Edward Kemble Elementary School Furniture-REBID**

BID PACKAGE

#460-1

SCUSD Project Number 460-1

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, PROCUREMENT SECTION

Submitted to the Sacramento City Unified School District by:

**CONSTRUCTION MANAGER:
Kitchell CEM
2450 Venture Oaks Way, Suite 500
Sacramento, CA 95833**

**ARCHITECT:
Lionakis
2025 19th St,
Sacramento, CA 95818**

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Section 00 11 13 - NOTICE TO BIDDERS

ARTICLE 1. GENERAL

Section 1.01 Notice is hereby given that the Board of Education of the Sacramento City Unified School District, hereinafter referred to as "District," will receive sealed Proposals for

Cesar Chavez/Edward Kemble Elementary School Furniture, BP# 460-1 ("Project")

Notice is further given that sealed bids will be received by 11:00 a.m., Pacific Standard Time, at the District Contract Office, 5735 47th Avenue, Sacramento, California 95824 on Friday September 20th, 2024. All bids timely received will be publicly opened and read aloud. Additionally, summary of bids will be posted on the District's website and/or Ebuilder website. Sealed bids shall include a flash drive containing an electronic copy of the bid. No bid will be considered unless it is received prior to the bidding deadline.

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

License required: N/A

Engineer's Estimate: \$1,200,000

Proposals are due: Friday September 20th, 2024 no later than 11 a.m. PST

BID INFORMATION

Location: Sacramento City Unified School District, District Contract Office, 5735 47th Avenue, Sacramento, California 95824
Contact: Tina Alvarez-Bevens
Date: Sept. 20th, 2024
Time: 11:00 A.M.

At this time such proposals will be opened and publicly read.

Section 1.02 Not used.

Section 1.03 Overall coordination of the Project will be the responsibility of the District Representative. All inquiries regarding the bid are to be directed to Tina Alvarez-Bevens at Tina-Alvarez-Bevens@scusd.edu and Robert Aldama at Robert-aldama@scusd.edu. CC Eli Gero at egero@kitchell.com.

Section 1.04 Contracts for construction will be direct prime contracts with the District. All Project procedures and documents are designed to facilitate delivery of the Project through prime construction contracts. The District's forms shall be used for all documents. Bidders shall read and review the Bidding Documents carefully, and shall familiarize themselves thoroughly with all requirements.

Section 1.05 Each bid proposal shall conform to the requirements of the Contract Documents. The bid documents may be obtained electronically from the District website at <https://www.scusd.edu/construction-projects-bids> and/or E-builder at : <https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=4170ecce-df44-487c-b656-0f9c702e648c&bidpackageid=bddd46b2-36b8-4d50-aa00-7c279b989f4c>

Section 1.06 No bid will be considered unless it is accompanied by Cashier's Check, Certified Check or Bid Bond from a surety authorized to do business in California for ten percent (10%) of the total amount of the bid, including additive Alternate Bids, made payable to the District. The above-mentioned check or bid bond shall be given as a guarantee that the Bidder shall, if selected by the District, execute the Contract, in conformance with the Contract Documents. For more information, refer to Section 00 21 13, Article 1, Section 1.06.

Section 1.07 Bids shall not expire for a period of 90 days after the date set for the bid opening. Within ten (10) days after notification of the District's Notice of Intent to Award the Contract, the successful Bidder will be required to furnish a Labor and Material Bond and a Faithful Performance Bond. For further information, refer to Sections 00 61 13.13 and 00 61 13.16.

Section 1.08 The District is an equal opportunity employer. Refer to General Conditions Section 00 72 00. The District encourages the participation of DVBE businesses. Refer to Special Provisions Section 00 73 00.

Section 1.09 The successful Bidder shall be required to pay its workers on this Project a sum not less than the general prevailing rate (applicable at time of bid advertisement date) of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the Project is performed, as provided under California Labor Code Sections 1726-1861. Copies of the prevailing rate of per diem wages may be obtained on the internet at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Refer to General Conditions Section 00 72 00, Article 7. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 1.10 The governing board of the District reserves the right to reject any and all proposals and to waive any irregularity in any proposals received.

Section 1.11 The District participates in all available rebate programs. The successful Bidder agrees to notify the District of any available rebate of which the successful Bidder is aware, and to provide the District with invoices and all other documentation necessary to claim any available rebate. The District will apply for available rebates, and the rebates will be paid directly to the District, not the successful Bidder.

END OF SECTION

Section 00 21 13 - INSTRUCTIONS TO BIDDERS

ARTICLE 1. GENERAL

Section 1.01 Definitions

- A. The Project Team consists of the following:

| | |
|--|--|
| The District: | Sacramento City Unified School District |
| The District Representative: | Kitchell CEM |
| The Architect: | Lionakis |
| The Project: | Cesar Chavez/Edward Kemble Elementary School Furniture Bid # 460-1-REBID |
| The Project Address: | 7495 29th St, Sacramento, CA 95822 |
| The Division of the State Architect (DSA). | N/A |
| The Inspector. | N/A |
| The Contractor(s). | TBD |

Section 1.02 Bidding Documents

The "Bidding Documents" shall include the Notice to Bidders, Instructions to Bidders, Proposal Forms, Subcontractor Listing Form, Non-collusion Declaration, Bid Questionnaire, Agreement for Construction, Bid Security, Performance/Labor & Material Bond Forms, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, the Hazardous Materials Requirements, Addenda, Preliminary Construction Schedule and the District's Standard Forms.

- A. Information regarding cost and location to obtain the Bidding Documents is found in the Notice to Bidders Section 00 11 13, Article 1, Section 1.05.
- B. Bidders shall use complete sets of Bidding Documents in preparing proposals. Bidders are responsible for ascertaining that the Bidding Documents upon which their Proposals are based are complete sets.
- C. Bidding Documents are provided to Bidders for bidding only. No other use is permitted.
- D. Should a Bidder find discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents and/or applicable Federal, State, and local regulations or requirements, and/or should Bidder have any doubt about the meaning of any of the Contract Documents, the Bidder shall notify Tina Alvarez-Bevens at Tina-Alvarez-Bevens@scusd.edu and Robert Aldama at Robert-aldama@scusd.edu and cc Eli Gero at egero@kitchell.com in writing. Bidder's questions shall be submitted no later than 11 a.m. on Thursday September 12th, 2024. The District will consult with the Architect, who is solely responsible for clarification and interpretation.
- E. The District will forward written clarifications to all prime contract Bidders in the form of Addenda posted to the District's website and/or E-builder website <https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=4170ecce-df44-487c-b656-0f9c702e648c&bidpackageid=bddd46b2-36b8-4d50-aa00-7c279b989f4c> by no later than 11 a.m. on Tuesday September 17th, 2024
- F. Each Bidder shall ascertain, prior to submitting a proposal, that every Addendum issued prior to the Bid Date has been considered and shall acknowledge receipt of each Addendum on the Proposal form. Each Addendum will become a part of the Contract for Construction.
- G. Bids are sums stipulated in Proposals for which Bidders propose to perform the Work.
- H. Base Bids are sums stipulated in Proposals for which Bidders offer to perform the Work, and from which Alternate Bids may be added or deleted. The Total Base Bid Amount is the total of the Base Bid plus the

required allowances, if any, stated on the Proposal Form. The Total Base Bid Amount will be the Contract Amount.

- I. Alternate Bids are sums which may be added to or deleted from Base Bids for the performance of Alternate Work, as delineated in the Bidding Documents.
- J. Unit Prices are sums included in Proposals as Bids per unit measure of materials and/or services, as required in the Bidding Documents.
- K. Proposals are complete, properly executed forms including Base Bids, Alternate Bids, Unit Prices and other information requested by the District.
- L. Bidders are qualified contractors who submit Proposals to the District for Work as Prime Contractors on the Project.
- M. Subcontractors are those who will perform Work or labor or render service to the Bidder.
- N. Except as provided, communication with the District regarding the substance of the Bid or any Proposal, including without limitation communication with District Employees or any Board member, is prohibited. Notwithstanding the foregoing, potential Bidder may direct questions related to the Bidding Documents to: Tina Alvarez-Bevens at Tina-Alvarez-Bevens@scusd.edu and Robert Aldama at Robert-aldama@scusd.edu and cc Eli Gero at egero@kitchell.com in writing.

Section 1.03 Pre-Bid Conference

N/A

Section 1.04 Contract Schedule

For information regarding the Contract Schedule and Contractor's scheduling requirements, refer to General Conditions, Section 00 72 00, Article 13, and Special Provisions Section 00 73 00.

Section 1.05 Liquidated Damages

Refer to Special Provisions Section 00 73 00.

Section 1.06 Bid Security

- A. All bids must be valid for the time specified in the Notice to Bidders, Section 00 11 13, Article 1, Section 1.07.
- B. Each proposal shall be accompanied by Bid Security, pledging that the Bidder will enter into a contract with the District in accordance with the terms stated in the proposal, and will furnish bonds as described in Section 00 61 13.13. The Bid Security for the two lowest responsive responsible Bidders will be returned to Bidders within ten (10) days after construction contracts have been signed. Should the Bidder fail or refuse to enter into such a contract or fail to furnish such Bonds, the Bidder shall be liable for all the cost of securing the supplies or service which exceeds the amount of its bid.
- C. Bid Security shall be in the amount of ten percent (10%) of the total Bid(s), including additive Alternate Bids. Bid Security for each proposal containing Bids for multiple Bid Packages shall be in the amount of ten percent (10%) of the total Base Bids for all Bid Packages, including additive Alternate Bids, for all Bid Packages included in the proposal.
- D. Bid Security shall be in the form of a Bid Bond from a surety company authorized to do business in California, Cashier's Check or a Certified Check, or Cash. The District shall be listed as obligee on the bond or payee on the check.

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

Section 1.07 Bid Opening and Contract Awards

- A. Bids will be opened publicly and read aloud at the time and date established in the Notice to Bidders, Section 00 11 13. Bid Summaries will be posted on the District's website and/or Ebuilder website.
- B. Contracts will be awarded to the lowest responsive responsible Bidder based on any combination of Base Bid and Alternates as determined by the District. All awards will be made in the District's best interest. No award will be made to a Bidder which is not pre-qualified if pre-qualification is required, and no award will be made to a Bidder that is not registered in accordance with Labor Code section 1725.5.
- C. The District reserves the right to waive any informality or irregularity in any Proposal.
- D. The District reserves the right to reject any and all proposals.

Section 1.08 Bid Protests

- A. Any Bidder may file a protest against the award of the Contract to any other Bidder. The protest must be in writing, filed within five (5) calendar days after the opening of bids, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the District or any administrative or judicial tribunal, any particular bid(s), the bidding process or any ground not set forth in the protest.
- B. The District will provide a written response to any timely bid protest.

Section 1.09 Post-Bid Interviews

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

Section 1.10 Post-Bid Submittals

- A. The District may elect to issue a Notice of Intent to Award to the successful Bidder prior to the District's execution of the Agreement for Construction.
- B. Upon receipt of such a Notice of Intent to Award, the successful Bidder shall review it for completeness and accuracy, execute the Agreement for Construction, and return it to the District Representative for delivery to the District.
- C. Should a Notice of Intent to Award be issued, the successful Bidder shall submit all required Post-Bid documents by the tenth (10th) day following the date of issuance of the Notice of Intent to Award. The Post-Bid documents include:
 - 1. Payment Bond
 - 2. Performance Bond
 - 3. Local contact for Surety
 - 4. Insurance Certificates
 - 5. Name of the person(s) authorized to sign documents for this project

6. List of all Subcontractors and suppliers with their contractor license numbers, contractor registration number (DIR), addresses, and telephone (2 copies required)
7. Prime Contractor's Worker's Compensation Affidavit, and Prime Contractor's Affidavit of Compliance form.

D. Should a Notice of Intent to Award be issued, the successful Bidder also shall submit the following:

1. Scheduling information according to Article 13 of Section 00 72 00 General Conditions
2. Schedule of Values information according to Article 12 of Section 00 72 00 General Conditions
3. Time and Materials wage sheet (submit within ten (10) days of the date of the Notice of Intent to Award)
4. Matrix of all required submittals (submit within ten (10) days of the date of the Notice of Intent to Award)

Section 1.11 Bonds

Refer to General Conditions Section 00 72 00, Article 3 for bond descriptions. Refer to Sections 00 61 13.13 and 00 61 13.16 for bond forms.

Section 1.12 Insurance

Refer to General Conditions Section 00 72 00, Article 3.

Section 1.13 Wages

Refer to General Conditions Section 00 72 00, Article 7.

Section 1.14 Contractor's License

Refer to General Conditions Section 00 72 00, Article 4, Section 4.01 and to Special Provisions, Section 00 73 00.

Section 1.15 Subcontractor Listing

Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the California Public Contract Code, every Bidder shall in its bid set forth:

- A. The name, contractor license number, and location of the place of business of each Subcontractor.
- B. The portion of the Work that will be done by each Subcontractor, including for additive Alternate Bids. If the Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, including additive Alternate Bids, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder shall perform that portion itself. The successful Bidder shall not, without the written consent of the District, either:
 1. Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid.
 2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the bid.
 3. Sublet or subcontract any portion of the Work in excess of one-half (1/2) of one percent (1%) of the total bid, including additive Alternate Bids, as to which its original bid did not designate a Subcontractor.

For more details refer to General Conditions Section 00 72 00, Article 6.

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

Section 1.16 Construction Sets of Plans and Specifications

The District will provide an electronic copy of the Contract Documents via the District's website and/or E-builder website <https://gateway.app.e-builder.net/app/bidders/landing?accountid=aaf85f30-eade-4a97-af1d-5076c07d8a32&projectid=4170ecce-df44-487c-b656-0f9c702e648c&bidpackageid=bddd46b2-36b8-4d50-aa00-7c279b989f4c>

ARTICLE 2. FORMS FOR BIDDING

Section 2.01 Proposal Forms

Refer to Section 00 21 16.

ARTICLE 3. PROCEDURES AND CONDITIONS FOR BIDDING

Section 3.01 Bidders' Representations & Acknowledgments

In submitting a Proposal, each Bidder certifies that:

- A. The Bidder has read and understands the Bidding Documents,
- B. The Proposal is made in accordance with the Bidding Documents,
- C. The Bidder is familiar with the local conditions under which the Work will be performed.
- D. On the basis of the above and any further examinations, investigations and studies, which the Bidder has made in connection with the Work, the Bidder represents and agrees that the Plans, Specifications and Reports are adequate to the best of the Bidder's knowledge and that the Work can be performed in strict accordance with the terms of the Contract Documents.
- E. Destructive testing of school facilities is prohibited.

END OF SECTION

Section 00 21 16 - PROPOSAL FORM INSTRUCTIONS

ARTICLE 1. INSTRUCTIONS

Section 1.01 Proposal Forms

Bidders are required to use the Proposal Form provided in Section 00 42 00. Additional Proposal Forms may be copied from the Project Manual.

Section 1.02 Bid Proposals

- A. A responsive Proposal consists of all the following:
 - 1. Completion of all 7 sheets of the Proposal Form, Section 00 42 00, as required, including Bid Questionnaire.
 - 2. Bid Security (see Section 00 21 13, Article 1.06)
 - 3. Excel list of all furniture by type and count (see Excel spreadsheet provided as part of this bid solicitation)
 - 4. Complete floor plan layouts with proposed products shown. CAD files shall be provided upon completion of Delivery of Electronic Files Agreement, provided in Special Provisions, Section 00 73 00.
 - 5. Detailed Information about your team, including installation team.
 - 6. List of 5 previous projects valued each at \$1,000,000 or more.
- B. Proposals shall be submitted in a sealed Proposal Envelope. On the face of the envelope clearly write "**Bid Proposal - Do Not Open**" and indicate the **Contractor's Name, Address, Bid Package Description and Bid Package #**.
- C. All spaces provided on the Proposal Forms shall be filled in. If any space provided is not utilized by the Bidder, that space shall be filled in with the notation "NA" (Not Applicable).
- D. The Proposal Forms shall be filled in by typewriter or computer or manually printed in ink.
- E. Where indicated, all amounts shall be expressed in words and in figures. In case of discrepancy, the words shall govern. In the case of a discrepancy between the Total Base Bid Amount stated on the Proposal Form and the actual total, the lump sum amount, before allowances, stated on the Proposal Form and the actual mathematical total will govern.
- F. Bidders shall not make unsolicited notations or statements on the Proposal Forms. Alteration of the Proposal Forms is not permitted, and will result in proposal being considered non-responsive.
- G. All changes to and erasures or crossing out of the Bidder's entries shall be initialed by the signer of the Proposal.
- H. Each Proposal shall include the legal name of the Bidder and a statement regarding whether the Bidder is a sole proprietor, a partnership, a corporation, or other type of legal entity. Proposals submitted by corporations shall have the state of incorporation noted, and shall have corporate seals affixed. Any Bid submitted by an agent shall have a current Power of Attorney attached, certifying the agent's power to bind the Bidder.
- I. Each Proposal shall include a minimum of 51% specified items. Proposals containing less than this amount shall be deemed non-responsive.

Section 1.03 Alternates

All requested Alternates shall be bid, or the Proposal may be considered incomplete. For further information refer to Special Provisions Section 00 73 00.

Section 1.04 Proposals for Multiple Bid Packages
Not Applicable

Section 1.05 Completion of Proposal Form

- A. Submit only one Proposal Form for each Bid Package.
- B. List Contractor's License number, contractor registration number (DIR) and expiration dates. Sign and date this section in the space provided.
- C. Fill in the numbers and dates of all Addenda received and considered in the Proposal. Proposals must include acknowledgment of all Addenda issued prior to the Bid Date.
- D. Fill in the amount of alternates as applicable.
- E. Fill out and sign the Non-Collusion Declaration.
- F. Fill out and sign the Bid Questionnaire.
- G. Fill in Subcontractors list; if there will not be any Subcontractors, check the box and **sign** the form.
- H. Fill out the DVBE list, including identifying whether the goal was met or good faith efforts documentation will be submitted
- I. Type or print the signer's name and title in the spaces provided below the signature.
- J. Date the form in the spaces provided.
- K. Sign the bottom of each page in the space provided.
- L. Affix corporate seal or stamp where indicated.

Section 1.06 Submission of Proposals

- A. Proposals shall be submitted to the District in writing, at the location stated in the Notice to Bidders. Telephone, email or faxed proposals including all required bid documentation will not be accepted.
- B. Proposals shall be submitted by the time and date stated in the Notice to Bidders.
- C. Bidders shall bear full responsibility for delivering Proposals to the location for receipt of Proposals by the time and date designated for receipt of Proposals.
- D. No telephones, fax machines or copy machines will be provided by the District or the District Representative.

Section 1.07 Modification or Withdrawal of Proposals

- A. A Proposal may not be withdrawn by the Bidder following the time and date designated for the receipt of Proposals, except in accordance with Sections 5100 - 5108 of the Public Contract Code.
- B. Prior to the time and date designated for receipt of Proposals, Proposals may be modified or withdrawn. Modifications and withdrawals shall be in writing. Telephone, email or fax modifications will not be accepted.
- C. Withdrawn Proposals may be resubmitted up to the time and date designated for receipt of Proposals.

END OF SECTION

Section 00 42 00 - PROPOSAL FORM

PROPOSAL FOR: Sacramento City Unified School District

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

COVERING BID PACKAGE: Cesar Chavez/Edward Kemble Elementary School Furniture, BP# 460-1-REBID

SUBMITTED BY: _____
Name of Bidder

Address

Phone #/Fax #:

Licensed in accordance with the Contractors State License Board Description of Classifications. Registered with the Department of Industrial Relations. A copy of this document may be obtained from the Contractors State License Board, P.O. Box 26000, 9835 Goethe Road, Sacramento, CA 95826.

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

Public Works Contractor DIR Registration # _____ Expiration date: _____

Bidder:

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

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

Bidder agrees to complete the Work required within the Bid Package within the time indicated in Special Provisions Section 00 73 00, subject to liquidated damages as specified in Special Provisions Section 00 73 00.

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

Signed

Print Name

Title
_____ **Affix Corporate Seal Here**

Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates, made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee as liquidated damages. If agreements and bonds are not executed, or if this proposal is not accepted within the time set for submission of bids (refer to Instructions to Bidders Section 00 21 13), or any extension thereof the check or bid bond shall be returned.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda, in accordance with Instructions to Bidders, Section 00 21 13, Article I, Para D, Section 1.02.

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

| | |
|----------------|----------------|
| NO. DATE _____ | NO. DATE _____ |
| NO. DATE _____ | NO. DATE _____ |
| NO. DATE _____ | NO. DATE _____ |
| NO. DATE _____ | NO. DATE _____ |

***(Include All Addenda
Received)***

Signed

Print Name

Title

BID PACKAGE: Cesar Chavez/Edward Kemble Elementary School Furniture, BP# 460-1

1. TOTAL BID: Lump Sum (in words) _____ Dollars

Lump Sum (in figures) \$ _____

2. Owner Allowance for \$50,000.00 \$ 50,000.00

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

TOTAL BASE BID (in words): _____ DOLLARS

TOTAL BASE BID (in figures): \$ _____

Signed (Signature of Bidder)

Name of Firm

[Insert Alternates as Appropriate]

AGREEMENT

It is understood and agreed that if written notice of the District's acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in Section 00 11 13 or at any time thereafter before this bid is withdrawn, the undersigned Bidder will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Contract within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the District may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Contract.

Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to 4114 of the California Public Contract Code and the Instructions to Bidders.

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

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

NAME OF BIDDER:

Affix Corporate Seal Here

BY: _____
Signature Title

Type/Print Name

Signature Title

Type/Print Name

Signature Title

Type/Print Name

DATE: _____

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

STATE OF _____)
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 to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signature of Bidder

Date

Print Name

LIST OF SUBCONTRACTORS FOR _____ (BIDDER)

PROJECT: **Cesar Chavez/Edward Kemble Elementary School Furniture, BP# 460-1**

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations 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 are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

| <u>WORK TO BE PERFORMED</u> | <u>NAME OF SUBCONTRACTOR</u> | <u>LICENSE NUMBER</u> | <u>LOCATION OF PLACE OF BUSINESS</u> |
|-----------------------------|------------------------------|-----------------------|--------------------------------------|
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Signed

END OF SECTION

BID QUESTIONNAIRE

1. Is your company incorporated in the State of California?

2. _____
Is your company local to Sacramento or if not, do you have a satellite office in Sacramento?

3. Does your company have a current business license?

If so, please include a copy within your bid proposal.

4. How long has your company been in business?

5. _____
Has your company's annual sales exceeded \$1,000,000.00?

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

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

NAME OF BIDDER:

***Affix Corporate
Seal Here***

BY:

Signature

Title

Type/Print Name

Signature

Title

Type/Print Name

Signature

Title

Type/Print Name

DATE:

Section 00 52 00 - FORM OF CONTRACT

ARTICLE 1. AGREEMENT FOR CONSTRUCTION

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

THIS AGREEMENT is made and entered into as of this ____ day of __, 20__, by and between the Sacramento City Unified School District (hereinafter referred to as "District"), and _____, 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 the **Cesar Chavez/Edward Kemble Elementary School Furniture, BP# 460-1.**

Section 2 - CONTRACT DOCUMENTS.

The Contract Documents, sometimes also referred to as "the Contract", consist of the Notice to Bidders, the Instructions for Bidders, the 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, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Preliminary Construction Schedule, and the Contract Schedule.

Section 3 - DEFINITIONS.

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

Section 4 - CONTRACT AMOUNT.

District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of _____ DOLLARS \$ _____, subject to adjustment as provided in the Contract Documents.

Section 5 - MONTHLY PROGRESS PAYMENTS.

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

Section 6 - FINAL PAYMENT.

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

Section 7 - RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under this provisions of the Contract Documents, District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against Contractor, District shall have the right to recover the balance from Contractor or its sureties.

Section 8 - 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, including, without limitation, the General Conditions, by **August 1, 2025**, 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 9 - NO WAIVER OF REMEDIES.

Neither the inspection by District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and District shall have any and all equitable and legal remedies, which it would in any case have.

Section 10 - LIQUIDATED DAMAGES.

Liquidated damages may be assessed against Contractor in accordance with Article 14 of the General Conditions and Section 00 73 00, Special Provisions, in the amount of **\$2,000.00** 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 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 11 - PERFORMANCE AND PAYMENT BONDS.

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with District, each made payable to District. 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. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with the requirements of Part 6, Title 3, Chapter 5 of the California Civil Code, commencing with section 9550. 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 12 - UNFAIR COMPETITION.

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

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

Section 13 - ASSIGNMENT.

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

Section 14 - NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely between District and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 15 - 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 16 - AGREEMENT CONTROLS.

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

Section 17 - FINGERPRINTING.

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

Failure to comply with this Section 17 of this Agreement at all times, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Contractor, shall constitute grounds for termination of this Agreement.

Section 18 - GOVERNING LAW.

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

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

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

District: Sacramento City Unified School District

By: Janea Marking

Its: Chief of Business and Operations Officer

Contract Amount: _____ Signature: _____

By: _____
[Insert Name]

Its: [Insert Title]

Signature: _____:

(Corporate Seal)

Board Approval Date: _____

Contractor: _____

By: _____

Its: _____

Business Address: _____

License Number: _____

Contractor DIR Registration #: _____

Federal I.D. #: _____

CORPORATE CERTIFICATE

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

(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 17 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 Sacramento City Unified 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 Sacramento City Unified 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 Sacramento City Unified 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> |
|---------------------|--------------------------------------|
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Section 00 61 13.13 – PAYMENT BOND FORM

Bond No. _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____ as Principal a contract dated the _____ day of _____, 2_, for the furnishing of all labor, materials, equipment, transportation and services for the construction of **Cesar Chavez/Edward Kemble Elementary School Furniture, BP# 460-1** Project located in Sacramento County, California (hereinafter referred to as the "Contract");

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

NOW THEREFORE, we the undersigned Principal and

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

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

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

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

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

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

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

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

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

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

Principal: _____
(Name of Firm)

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

Address for Owner Notices:

Sacramento City Unified School District
Attn: _____ [insert name and title]

Insert Address

Section 00 61 13.16 - PERFORMANCE BOND FORM

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Sacramento City Unified School District hereinafter referred to as "District" and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of **Cesar Chavez/Edward Kemble Elementary School Furniture, BP# 460-1** Project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

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

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

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

- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
 - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
 - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
 - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.

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

11. DEFINITIONS

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

CONTRACTOR, as Principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Fax #: _____

Fax #: _____

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

Address for Owner Notices:

Sacramento City Unified School District
Attn: _____[insert name and title]

Insert Address

Section 00 65 36 - GUARANTEE FORM

{Print on Contractor/Subcontractor Letterhead}

ARTICLE 1. GUARANTEE FORM

_____ [Contractor's Name] hereby unconditionally guarantees that the Work performed at **Cesar Chavez/Edward Kemble Elementary School Furniture, BP# 460-1** 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 punchlist completion and sign-off and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

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

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

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

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

CONTRACTOR'S SIGNATURE

PRINT NAME

Section 00 72 00 - GENERAL CONDITIONS

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ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

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

Section 1.02. Addendum/Addenda.

“Addendum” or “Addenda” are written documents furnished by the District before award of the Contract, interpreting or modifying plans and specifications or answering questions of intended bidders, and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. 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 1.04. Architect’s Instruction Bulletin.

“Architect’s Instruction Bulletins” are supplemental drawings or instructions which may be issued as necessary from time to time to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

Section 1.05. Bid.

“Bid” shall mean the offer of the bidder to do the work, when submitted on the prescribed bid form, properly executed and bonded, at the designated time and location.

Section 1.06. Board of Education.

“Board of Education” shall mean the duly elected officials constituting the Board of Education of the Sacramento City Unified School District.

Section 1.07. Change Order.

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

Section 1.08. Closeout Documents.

Documents as required to meet the requirements of final completion as defined in Article 21.

Section 1.09. Construction Change Directive.

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

Section 1.10. Contract Change Document

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

Section 1.11. 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, Preliminary Construction Schedule, and the Contract Schedule.

Section 1.12. Contract Drawings or Plans.

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

Section 1.13. Contract Schedule.

The "Contract Schedule" is the schedule produced by the Contractor in response to the requirements of the Contract Documents. See Section 13.02 for specific requirements.

Section 1.14. Contract Sum.

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

Section 1.15. 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 1.16. 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 1.17. Date of Commencement.

"Date of Commencement" is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Section 1.18. Date of Completion.

The "Date of Completion" for the purpose of determining when the Work is complete is the date certified by the District Representative when construction of the Work is 100% complete, including acceptance by the Architect of all punch list corrections. See Article 21 for the meaning of "completion" for the purpose of determining acceptance of the Work and when final payment is due.

Section 1.19. Day.

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

Section 1.20. District.

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

Section 1.21. District Representative.

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

Section 1.22. Division of the State Architect.

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

Section 1.23. Equal (as in “or equal”).

“Equal” shall mean a system, process, product or material, which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

Section 1.24. First Line Supervision.

“First Line Supervision” shall mean a working foreman or lead craft worker other than the project superintendent.

Section 1.25. Interpretations.

“Interpretations” are all clarifications, additional instructions, and explanations issued by the Architect pursuant to Article 5 hereof, after award of the Contract.

Section 1.26. Materials and Equipment.

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

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

Section 1.27. Milestone Completion Date.

The “Milestone Completion Date” is the date certified as when construction of the Work of any phase is 100% complete, including acceptance by the Architect of all punch list corrections.

Section 1.28. 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 1.29. 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 1.30. Office of Public School Construction (OPSC).

“Office of Public School Construction” or “OPSC” is the California State agency responsible for apportionment, disbursement and monitoring of state-provided school district capital improvement funds.

Section 1.31. Preliminary Construction Schedule.

“Preliminary Construction Schedule” is a schedule that may be included in the bid documents and establishes the milestone dates for completion of each major trade activity as well as the phasing of work by building and the overall duration of the Project.

Section 1.32. Product Data.

“Product Data” shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

Section 1.33. 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 1.34. 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 1.35. Proposed Change Order/Work Order.

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

Section 1.36. Provide.

“Provide” shall mean to furnish, install, and connect complete and ready for use.

Section 1.37. Reference to Codes.

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

Section 1.38. Request for Information.

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

1. Should the Contractor require clarification or additional information of the Contract Documents, and after the Contractor has consulted with the Project Inspector, the Contractor will direct the request to the District Representative on a Request for Information (RFI) form. (See appendix.)
2. Each RFI will be submitted to the District Representative un-numbered. The District Representative will number each RFI sequentially and will maintain an RFI log. The Contractor shall describe on the RFI the problem or clarification being requested. The description provided should be complete and adequate to permit a written response without additional communications with the Contractor. The Contractor shall attach any related information or correspondence that may have been received from Subcontractors or vendors on the subject. In instances where the Contractor believes there may be a conflict between elements of the plans and specifications, the Contractor should identify the conflict and indicate the manner in which it interprets the Contract Documents.
3. The District Representative will review the request and take one or more of the following steps:
 - a. Return the request to the Contractor for additional information.
 - b. Forward the request to the A/E for response, copying the Project Inspector.
 - c. Provide response and return to the Contractor with copies to the A/E and Project Inspector.
4. The A/E or other appropriate party receiving the RFI, will attempt to provide a response to the District Representative within seven (7) calendar days of receipt. The District Representative will in turn review the response and forward it to the Contractor. Should the response to an RFI be required by a specific critical date the Contractor shall indicate that date on the RFI.
5. If the A/E's review indicates a change or revision is necessary to the Contract Documents, the A/E will prepare the appropriate drawings and/or specifications required to define the change or revision and obtain DSA approval, if necessary. These documents will be transmitted to the District Representative for review and incorporation into the Contract Documents. The District Representative will transmit the revised documents to the Contractor.
6. If the Contractor believes the clarification or direction provided by the response to the RFI will impact the cost or schedule of the Project, the Contractor shall provide prompt notification to the District Representative, according to the General Conditions. After consultation with the A/E, the District Representative may prepare a Request for Proposal, PCO/Work Order and/or Change Order (see appendix) that shall be processed as outlined in the Change Order Procedure section of the Manual.

Section 1.39. Request for Proposal.

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

Section 1.40. Samples.

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

Section 1.41. Shop Drawings.

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

Section 1.42. Site.

“Site” is the area within which the Project is to be constructed.

Section 1.43. 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 1.44. 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 1.45. 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 1.46. 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.

“Subcontractor” shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

Section 1.47. Submittal.

“Submittal” shall mean all product data, shop drawings, manufacturers’ instructions, samples, Equals, substitution requests and all other submissions that the Contractor is required to provide to the District and/or the Architect.

Section 1.48. Substitution.

“Substitution” shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.

Section 1.49. Supply.

“Supply” shall mean to furnish only, complete and ready for installation, including shipping, delivery, protection, and any assembly required prior to installation.

Section 1.50. Work.

The “Work” shall mean that scope of work defined in Section 00 73 00, Article 1 of these Specifications 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 or modified only by a Change Order as defined in Section 1.07. Nothing contained in the Contract Documents shall create any contractual relationship between the District, the District Representative or the Architect and any Subcontractor or sub-subcontractor, or between the District Representative or the Architect and the Contractor.

Section 2.02. General Intent of Contract Documents.

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

Section 2.03. Labor and Materials.

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

Section 2.04. Complementary Feature of Various Parts of Contract Documents.

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

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

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

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

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

Section 2.05. Ownership and Use of Documents.

All original Drawings and Specifications prepared by the Architect are and shall remain the property of the District.

Section 2.06. Successors and Assigns.

The District and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it in whole or part without the written consent of the District nor shall the Contractor assign any moneys due or to become due to it hereunder without the prior written consent of the District.

Section 2.07. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, delivery receipt 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 two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

Section 2.08. Rights and Remedies.

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

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

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

Section 2.09. Unenforceability of any Clause.

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

ARTICLE 3. BONDS AND BONDING; INDEMNIFICATION AND INSURANCE

Section 3.01. Bonds: Time to Submit.

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

Section 3.02. Qualifications of Surety.

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

Section 3.03. Performance Bond.

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

Section 3.04. Labor and Materials Payment Bond.

The Contractor shall also submit a bond on the form provided with the Contract Documents, which in all respects complies with California Civil Code sections 9550, 9552, and 9554. This bond, hereinafter referred to as a “Payment Bond,” shall be in a sum no less than one hundred percent (100%) of the Contract Sum.

Section 3.05. Supply Bond.

If work under the Contract is limited to supplying of materials or equipment only, a supply bond in the amount of one hundred percent (100%) of the Contract Sum will be required in lieu of performance and labor and materials bonds.

Section 3.06. Additional Bonding Requirements.

All bonds submitted shall include the following:

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

Section 3.07. Bond Costs in Bids.

All costs for applicable Bid Bonds, Labor and Material Payment Bonds, Performance Bonds, and Supply Bonds shall be included in base bid.

Section 3.08. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend with counsel acceptable to the District, indemnify and save harmless the District, the District Representative, and the Architect and any of their respective officers, agents, and employees 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.

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

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

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

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

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

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

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

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

Section 3.09. Indemnification of Adjacent Property Owners.

In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the District prior to commencement of any work on or about such property. The Contractor also shall indemnify the District as provided in Article 10. These provisions shall be in addition to any other requirements of the owners of adjacent property.

Section 3.10. Insurance.

The Contractor shall obtain, and maintain during the entire Contract Time, at its sole cost and expense, all insurance required by Sections 3.13 and 3.14. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to the District within ten (10) days after being notified of the intent to award the Contract, and before execution of the Agreement for Construction by the District. Insurance Certificates must indicate Bid Package number and school name.

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 commence work until all required insurance documentation has been submitted to and accepted by the District.

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

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

Any failure to comply with one or more of the requirements of this section by contractor shall not be deemed to be a waiver by the District of the requirements.

Section 3.11. Subcontractor's Insurance.

The Contractor shall not allow any Subcontractor to commence work on its subcontract until the Subcontractor has provided the insurance specified below. The Contractor shall require each of its Subcontractors to procure and to maintain, during the life of the subcontract, bodily and personal injury liability and property damage insurance, and workers' compensation insurance, of the type and in the same amount as specified herein, including, without limitation, the requirement that the Subcontractor's policy shall be endorsed (1) to include by name the District, Architect, District Representative, Low voltage consultant, Hazardous Materials Consultant, and any other consultant retained by the District, and their officers and employees as additional insured's and shall provide that they are primary with any insurance maintained by District as non-contributory and will have severability of interest endorsement, and (2) to waive all rights of subrogation against the District, District Representative, Architect, Low Voltage Consultant, Hazardous Materials Consultant, and any other consultant retained by the District, or any of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the District .

It shall be the responsibility of the Contractor to ensure that all Subcontractors comply with this provision, and to verify their compliance when requested by the District.

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

Section 3.12. Effective Date of Policies.

The insurance required by this article shall be maintained by the Contractor in full force and effect at all times during prosecution of the Work and until two (2) years after the final completion and acceptance thereof by District.

Section 3.13. Workers' Compensation and Employers' Liability Insurance.

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

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

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

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

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

Section 3.14. Liability Insurance.

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

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

1. Comprehensive general liability insurance, including but not limited to, Owner's contingent coverage, and protection for claims of bodily injury and property damage liability, personal and advertising 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.

The insurance shall cover all operations of the Contractor and its Subcontractors, including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by the Contractor and its Subcontractors under the Contract Documents; (4) independent contractor's contingent coverage; (5) explosion, collapse, and underground property damage; (6) broad form property damage liability endorsement; (7) personal injury liability endorsement.

2. 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.
3. Additional coverage's and/or limits may be required in the Special Provisions, Section 00 73 00. If the Special Provisions require limits of general liability and automobile liability insurance exceeding those stated above, the Contractor shall carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.
4. Any excess liability coverage used to supplement the general and automobile liability must either (1) be from the same carrier as the primary insurance, or (2) include the policy statement wherein it describes what the underlying primary coverage must be before the excess liability coverage takes effect.

B. The following terms shall be included in the liability insurance, either within the policy or by endorsement:

1. All policies shall be endorsed to include by name the District, Architect, District Representative, Low Voltage Consultant, Hazardous Materials Consultant, and any other consultant retained by the District, and their officers and employees as additional insured's and shall provide that they are primary with any insurance maintained by District as non-contributory. Such policies will have severability of interest endorsement.
2. The limits established under Section 3.14 shall apply separately to the Contractor's Work under this agreement. All liability insurance shall be written on an occurrence basis.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, District Representative, Architect, Low Voltage Consultant, Hazardous Materials Consultant, or any other consultant retained by the District, or any of their respective officials, employees or volunteers.

4. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The insurer shall by separate endorsement agree to waive all rights of subrogation against the District, District Representative, Architect, Low Voltage Consultant, Hazardous Materials Consultant, and any other consultant retained by the District, or any of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the District.
6. The policy shall state that it is primary insurance and that any insurance or self-insurance fund maintained by or available to the District, District Representative, Architect, Low Voltage Consultant, Hazardous Materials Consultant, or any other consultant retained by the District, and each of their respective officers, agents, employees or volunteers shall be in excess of the Contractor's insurance and shall not be called upon to contribute to a loss covered by the policy.
7. The policy must provide that it shall not be canceled, suspended, voided or changed nor may the "retroactive date" of the policy or any renewal or replacement policy be changed without thirty (30) days' prior written notice to the District. The standard cancellation clause on the certificate shall read:

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

8. A cross liability endorsement must be included to the effect that each insured is covered as if separate policies had been issued to each insured.
9. The liability coverage may be either on a blanket basis or a policy which specifically identifies this agreement with a contractual liability endorsement.
10. 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. Basic Standard.

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

The Contractor shall comply with the requirements of the California State Licensing Board and have a valid contractor's license which is to be active as to the date of the receipt of bids and maintained in "Good Standing" from the receipt of bids throughout the Project. The class of license required is as indicated in Section 00 73 00, Special Provisions.

The Contractor, and any subcontractor listed in accordance with Public Contract Code section 4104, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, 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, utility service charges other than temporary utility charges unless otherwise indicated, necessary for the completion of the Work. All other fees and permits shall be at the expense of the Contractor. Proper documentation of fee, permit, and utility service charges shall be submitted to the District through the District Representative. No mark-up shall be allowed the Contractor on these reimbursable charges.

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

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

Section 4.03. Compliance with Laws and Regulations.

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

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

ARTICLE 5. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Section 5.01. Familiarity with Project Site Conditions and Contract Documents.

Submission of a bid by the Contractor is a representation that the Contractor has visited the Site, is satisfied as to the nature and location of the Work, is satisfied as to the character, quality and quantity of the Work, has become familiar with the local conditions under which the Work is to be performed, has made whatever contact and investigation with utility companies that it deems necessary, and has correlated its site observations with the requirements of the Contract Documents. Failure to visit the Site will not relieve the Contractor of responsibility for observing and considering those conditions which a qualified contractor would have observed.

Section 5.02. Subsurface Conditions.

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

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

Section 5.03. Sections of Drawings and Specifications.

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

Section 5.04. Diagrammatic Drawings.

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

Section 5.05. Interpretation and Additional Instructions.

Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then before proceeding with the work affected, the Contractor shall within 48 hours notify the District Representative in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued by the Architect.

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

Section 5.06. Architect's Instruction Bulletins and Drawings.

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

Section 5.07. Notification of Disagreement Regarding Scope of Work.

If agreement cannot be reached as to cost, and the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) days after receipt of the interpretation or instruction, submit a Proposed Change Order to the District Representative specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The District Representative shall then determine whether a Change Order shall be issued in accordance with Article 15 of these General Conditions. The Contractor shall nevertheless perform such work without delay.

The time during which the protest is pending shall not affect the Contract Time.

Section 5.08. As-Built Drawings and Specifications.

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

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

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

ARTICLE 6. SUBCONTRACTOR LISTING AND SUBSTITUTION

Section 6.01. Subcontracting.

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

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

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

All Subcontractors listed in accordance with Public Contract Code section 4104 shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

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

Section 6.02. Disputes Between Subcontractors and/or the Contractor.

If, through acts or neglect on the part of the Contractor, including failure to supervise and control its Subcontractors or suppliers, any other contractor, subcontractor or supplier or worker suffers loss or damage, the Contractor agrees to settle with such other contractor, subcontractor, supplier, or worker by agreement or arbitration, if such other contractor, subcontractor, or worker shall assert any claim against the District or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the District shall notify the Contractor, who shall defend, indemnify, and save harmless the District and all of its officers, agents, and employees against any such claim.

Section 6.03. Listing of Subcontractors.

The Contractor shall comply with the requirements in the Instructions to Bidders regarding the listing of Subcontractors and 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, forbidding bid shopping and bid peddling, requiring accurate listing of all Subcontractors, and requiring Subcontractors to be licensed.

Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the District shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

Section 6.04. Dealings with Subcontractors.

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

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

Section 6.04. Subcontractor List for Labor Compliance.

The Contractor shall provide the District with a list of all subcontractors performing work on the Project, regardless of subcontract amount and regardless of whether the subcontractor is under contract with the Contractor or under contract with a Subcontractor, for the purpose of labor compliance monitoring. It shall be the Contractor's responsibility to notify the District of any additions or deletions to this subcontractor list from the commencement of the Work through final payment.

Section 6.05. Termination of Unsatisfactory Subcontractors.

When any portion of the Work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents and these deficiencies form the basis of a default notice issued pursuant to Article 16, the District may direct the Contractor to discharge the subcontractor or supplier.

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

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

Section 6.06. Payment of Subcontractors and Suppliers.

The Contractor shall make all payments to Subcontractors and suppliers as expeditiously and timely as possible, consistent with any applicable law so as to prevent any stop notices, liens or claims from being filed against the District or the Site.

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

Section 7.01. Prevailing Wage Rate; Notice.

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

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

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

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

This public works project is subject to monitoring and investigative activities by the Department of Industrial Relations ("DIR"), State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the DIR to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the DIR at any office of the Division of Labor Standards Enforcement ("DLSE").

Local Office Telephone Number: _____

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the Project that the DIR may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the DIR website found at: www.dir.ca.gov/dlse/PublicWorks.html.

Section 7.02. Payment of Prevailing Wage Rates.

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

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

Section 7.03. Wage Rate for Crafts Not Listed.

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

Section 7.04. Records of Hours Worked and Wages.

The Contractor shall keep, and shall cause all subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall contain at least the following information: the name, address, social security number, work classification, dates of payroll period, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

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

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

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

Section 7.05. Additional Requirements for Labor Compliance.

The Contractor shall comply with the following additional requirements and shall cause all subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply. The records kept by the 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 7.06. Underpayment of Wages.

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

Section 7.07. Apprentices.

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

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

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

Section 7.08. Penalties.

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

- A. Up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done by him/her under this Contract or under any subcontract on the Project, with the amount to be determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code section 1775. If a worker employed by a subcontractor on the Project is paid less than the prevailing wages by the subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).
- B. Twenty-five dollars (\$25) for each worker employed in the execution of this agreement by the Contractor or by any subcontractor on the Project for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3.
- C. Failure to provide certified payroll records to the District or to the Labor Commissioner within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of payments due or estimated to be due, result in a penalty in the amount of one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. The Contractor is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.
- D. Knowing violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars (\$100) for each full calendar day of non-compliance. A Contractor or subcontractor who knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars (\$300) for each full calendar day of noncompliance.

Section 7.09. Hours of Work; Approval of Schedules.

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

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

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

Section 7.10. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

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

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision Procedures.

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

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

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

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

Section 8.02. Skilled Labor.

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

Section 8.03. No Tenancy.

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

Section 8.04. Dismissal of Unsatisfactory Employees.

All employees engaged in the Work will be considered employees of the Contractor.

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

Section 8.05. Personal Attention and Superintendence; Contractor's Agent.

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

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

In the event that the Contractor fails to provide a qualified full-time superintendent on the Site on any given day when work is being performed, the District may assess a liquidated damage of \$500/day, which amount allows for the hiring of a replacement superintendent.

Section 8.06. Inspection of the Work of Other Contractors.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that

everything is in proper condition to receive such work. The Contractor shall notify the District Representative in writing prior to starting work of any discrepancies or conditions which deviate from the Contract Documents or are otherwise unacceptable. Failure on the part of the Contractor to so notify the District Representative shall constitute an acceptance by the Contractor and all subcontractors of all construction in place as being suitable in all respects to receive further work by the Contractor or subcontractors.

Section 8.07. Contractor's Coordination of Work.

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

Section 8.08. Daily Reports.

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

Section 8.09. Fingerprinting.

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

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

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.

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

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

Section 9.02. Authority of Project Inspector; Stop Work Notices.

The designated Project Inspector shall be considered to be a representative of the District. It is the inspector's duty to inspect the Work.

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

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

Section 9.03. Effect of Inspections.

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

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

Section 9.04. Notice to District of Inspection.

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

The Contractor shall provide written notice to the Project Inspector at least twenty-four (24) hours in advance of the readiness for inspection.

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

Section 9.05. Inspection of Completed Work.

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

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

Section 9.06. DSA Field Representative.

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

Section 9.07. Overtime work.

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

Section 9.08. Materials Which May be Tested.

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

Section 9.09. Testing.

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

Section 9.10. Selection of Samples.

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

Section 9.11. Delivery of Samples.

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

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

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

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

Section 9.12. Approval of Samples.

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

The approval of any samples shall be for the characteristics thereof, or for the uses named in such approval, and no other. No approval of any samples shall be deemed a change or modification in any requirement of the Contract

Documents. Upon testing of any sample of material or work, no additional sample shall be considered. All material or work installed after the sampling and testing is performed and approved shall be equal to or better than the approved sample in all respects and shall be accompanied by documentary proof that the material and work sampled is actually representative of that installed.

Section 9.13. Damage Due to Testing.

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

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

Section 9.14. Retesting.

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

Section 9.15. Effect of Sampling and Testing.

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

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

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

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

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

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

Section 10.02. Protection of Persons and Property.

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

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

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

Section 10.03. Protection and Repair of Work.

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

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

Section 10.04. Protection of Workers.

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

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

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

The responsibility for maintaining a safe working site shall be the Contractor's, and the District and District Representative undertake no obligation to suspend the work or notify the Contractor of any hazardous conditions or noncompliance with safety laws. See hazardous materials exhibit for further information.

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

Section 10.05. Working Limits and Regulations.

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

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

Section 10.06. Protection of Existing Improvements.

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

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

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

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

Section 10.07. Traffic Signals and Traffic Control.

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

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

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

Section 10.08. Security of the Site.

The Contractor's attention is directed to Specifications Section 01500 regarding requirements for fencing the Site, gates, and screening.

Section 10.09. Removal of Barricades.

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

Section 10.10. Protection of Adjacent Property; Notices.

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

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

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

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

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

Section 10.11. Fire Protection.

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

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

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

Section 10.12. Repairs or Replacement.

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

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

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

Section 10.13. Emergency Safety Actions.

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

ARTICLE 11. SUBMITTALS

Section 11.01. Submittals.

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

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

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

All Submittals for the Project shall be made within thirty-five (35) days of the Notice of Intent to Award; however, the Contractor shall have the additional responsibility to coordinate the schedule of its Submittals with the requirements of the Contract Schedule so as not to delay the Project. No delay claims related to Submittals will be entertained on the Project for any Submittal originally received after the thirty-five (35) day submittal period. The District shall not accept limitations in materials, colors, quality, or any other aspect of products or materials due to the Contractor's failure to provide Submittals as required. At the District's discretion, the Contractor may be directed to furnish and install temporary materials until the District selected material is available. Further, the District may require the Contractor to install the District selected materials during non-school hours/days without an increase in the Contract Sum and without an extension of the Contract Time.

Contractor shall submit a schedule of Submittals organized by Specification section required for the Project. It shall delineate whether product data, installation instructions, shop drawings, samples, extra stock or mock-ups are required. The schedule of Submittals shall indicate whether the Submittal will be in electronic format, as set forth below. In general, other than items requiring color selections, samples and shop drawings, Submittals will be in electronic format. This schedule of Submittals shall be submitted within ten (10) calendar days of the issuance of the Notice of Intent to Award. Any omissions or inaccuracies shall not relieve the Contractor of the obligation for conforming to the requirements in the Contract Documents. The Contractor's Submittal schedule shall provide sufficient time for delivering the Submittal to the Architect, the Architect's review of each Submittal, delivering the Submittal to the Contractor and re-submittal as necessary. In no case shall the Contractor allow fewer than fourteen (14) days, exclusive of delivery time, for the District Representative and the Architect to review each Submittal.

Section 11.02. Submission of Submittals.

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

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

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

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

The Submittals shall be submitted promptly, so as to cause no delay in the work. The Submittals shall be submitted so as to allow the District Representative and the Architect a review period of no less than fourteen (14) days, and in accordance with the schedule of Submittals provided by the Contractor.

Section 11.03. Review of Submittals.

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

- A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.
- B. Approved, Reviewed, 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 District shall be under no obligation to pay for work installed prior to approval of Submittals, until the Submittals are approved and the work in place is found to be in compliance with the Contract Documents.

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

The Architect shall determine the adequacy and completeness of all Submittals. Where the Architect deems a Submittal to be inadequate, incomplete, or otherwise unsuitable for proper review, the Contractor shall submit all additional information requested by the Architect. There shall be no change to the Contract Time or the Contract Sum when such additional information is required.

Section 11.04. Submittals Showing Variation from Contract.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the Submittals submitted and the Contract Documents.

The Contractor shall make specific mention of all variations, along with an explanation of why they are requested, in its letter of transmittal.

Failure by the contractor to identify in its letter of transmittal any variation, discrepancy, or conflict with the contract documents shall render the approval null and void, and the contractor shall bear all risk of loss and reconstruction costs or delays.

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

Section 11.05. Effect of Approval of Submittals.

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

Section 11.06. Equal Materials.

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

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

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

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

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

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

Section 11.07. Substitutions.

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

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

- B. Delay: If obtaining the specified system, product, process or material, or an Equal, will delay completion of the Work through no fault of the Contractor.
- C. Better system, process, product or material: If a better system, product, process or material is available at no additional cost.
- D. Savings: If a system, process, product or material which meets all of the performance requirements of that specified is available at a savings to the District.

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

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

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

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

Only one request for Substitution will be considered for each product.

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

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

Section 11.08. Time for Proposing Substitution.

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

Section 11.09. Samples and Testing of Proposed Substitutions; Costs of Adapting to Work.

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

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

Section 11.10. Effect of Approval of Equal Materials or Substitution Request.

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

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

Section 11.11. Quality of Materials and Products.

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

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

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

Section 11.12. Better Material or Process.

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

Section 11.13. Industry Standards.

- A. Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto, in effect on the date of the Bid, except as limited to type, class, or grade, or modified in that reference.
- B. The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in these specifications. These standards are not furnished to the bidder for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.
 1. Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.
 2. Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.
 3. Where Commercial Standards (CS) or Product Standards (PS) are referred to as a measure of quality, standard, and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

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

Section 11.14. Materials and Products Storage.

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

Section 11.15. Original Packages or Containers; Labels.

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

Section 11.16. Protection of Materials and Equipment.

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

Section 11.17. Providing and Paying for Materials.

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

Section 11.18. Warranty of Title.

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

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

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

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

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

Section 11.19. Patents and Royalties.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the work or any part thereof shall be included in the price bid for doing the work. The Contractor and its sureties shall protect, defend, indemnify and hold harmless the District, District Representative, the Project Inspector, the Architect and its consultants, and each of their respective officers, agents, and employees against any and all demands made for such fees or claims and against any and all suits,

demands, claims or causes of action brought or made by the holder of any invention, patent, copyright, or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark.

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

Section 11.20. Payment of Federal or State Taxes.

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

ARTICLE 12. PROGRESS PAYMENTS

Section 12.01. Schedule of Values.

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

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

Section 12.02. Application for Payment.

- A. Prior to the date for each progress payment review established in the Preconstruction Meeting, the Contractor shall submit to the District Representative a copy of the schedule of values, marked in pencil to show the percentage of completion proposed by the Contractor for each line item. No extension of dollar amounts is required.
- B. At a meeting held on or before the assigned billing date of each month, the District Representative, Architect, Project Inspector, and the Contractor will review the Contractor's proposed percentages of completion and agree on a final percentage to be paid for that month. The progress payment will be based on the estimated percentage complete. No progress payment will be made unless all general conditions items demonstrate satisfactory progress. Upon agreement of the amount due, the Contractor will prepare a hard copy of the Application of Payment Summary and transmit it to the District Representative for processing by the assigned day of each month.
- C. Release of Liens: For each monthly application for payment, following agreement on percentages of completion, 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.

Contractor shall submit a list of all Subcontractors and material suppliers including company name, address, business and emergency telephone numbers, and contact person. This Subcontractor and material supplier list shall be submitted prior to the issuance of the Notice to Proceed.

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

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

Section 12.03. Payment for Stored Materials.

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

Section 12.04. Payment: Retention.

There shall be reserved from the monies earned by the Contractor on estimates a sum equal to five percent of such estimates. It is understood that, if payment requests are made in accordance with established time schedule, payment requests received and approved by District will be processed within thirty (30) days following approval. Payment for Change Orders, if any, under this Contract shall be made in like manner.

Section 12.05. Posting Securities in Lieu of Withholds.

Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld pursuant to Section 12.04 shall be deposited with the District, State Treasurer or with a state or federally chartered bank in California as the escrow agent, who shall then pay the retainage to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request, pursuant to Public Contract Code Section 22300, and the District shall make payment of retentions under Section 12.04 directly to the escrow agent. The Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the District.

Either alternative under this Section may be exercised only if requested in writing by the Contractor within five (5) days after receipt of Notice of Intent to Award. The Contractor shall notify its Subcontractors in writing within fifteen (15) days of exercising this option.

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

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

Section 12.06. Withholding Additional Amounts; Grounds.

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

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- B. Defective work not remedied;
- C. Failure of the Contractor to make proper payments to any of its Subcontractors or for labor, materials or equipment;

- D. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Contractor, or in the time remaining until expiration of the Contract Time;
- E. Failure of the Contractor to comply with any lawful or proper direction concerning the Work given by any District representative authorized to have given such instruction;
- F. Claims and/or penalties which state law assesses 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 as a result of the Contractor's progress failing to meet the schedule milestones or failing to achieve completion within the Contract Time.
- I. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the District to a set-off.

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

Section 12.07. Disbursement of Withheld Amounts.

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

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

Section 12.08. Correction of Statement and Withholding of Payment.

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

Section 12.09. Effect of Progress Payments.

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

ARTICLE 13. TIME OF WORK

Section 13.01. Not applicable.

Section 13.02. Contract Schedule Development.

Within ten (10) days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed Contract Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of this Article. The proposed Contract Schedule shall be in electronic format and either emailed to the District or provided on a flash drive.

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

- A. A time scaled CPM type schedule prepared in Microsoft Project software.
- B. No activity on the schedule shall have a duration longer than fourteen (14) days, with the exception of fabrication and procurement activities, unless otherwise approved by the District Representative. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.
- C. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.
- D. Owner furnished materials and equipment if any, identified as separate activities.
- E. Dependencies (or relationships) between activities.
- F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
- G. Separate buildings and other independent project elements shall be individually identified in the network.
- H. Fourteen (14) days for developing punch list(s), completion of punch list items, and final clean up for the work or any designated portion thereof. No other activities shall be scheduled during this period.
- I. Interface with the work of other Contractors (or entities).

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

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

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

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

Failure to obtain the accepted Contract Schedule within forty (40) calendar days of the Notice to Proceed may result in the District withholding ten percent (10%) of each progress payment, or \$1000, whichever is greater, until an accepted Contract Schedule is obtained.

Section 13.03. Monthly Updates.

Contractor shall submit to the District Representative each month an up-to-date status report of the Work. The status report shall be in hard copy and on a CD in electronic format other than pdf and shall include:

- A. Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
- B. Actual start/finish dates for activities as appropriate.
- C. Identification of processing errors, if any on the previous update reports.
- D. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.
- E. Identification of activities that are affected by requested or proposed changes to the Work.
- F. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revision to schedule logic to conform to current status and direction.

The District Representative will review the updated information and meet with Contractor each month at the Site to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the District Representative's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the update of the Contract Schedule. No progress payments will be made without the required monthly update of the Contract Schedule.

Section 13.04. Schedule Revisions.

If the sequence of construction differs significantly, as determined by the District Representative, from the Contract Schedule, Contractor shall submit within fifteen (15) days a revised schedule to the District Representative for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet or Network Window showing this impact. If the requested or proposed change is accepted by the District, the schedule fragnet or Network Window shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Article 14 of these General Conditions. No additional cost beyond that provided in Article 15 will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after acceptance of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the District Representative, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the District Representative, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) days prior to the date of submission of update information. The District will have seven (7) days to review the revisions.

Section 13.05. Short Interval Schedules.

Contractor shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted in hard copy and electronic PDF format to the District Representative prior to the weekly construction meeting. The Contractor shall participate in short interval scheduling coordination during the weekly construction meetings.

Section 13.06. Owner's Right to Revise Schedule.

In the event of a delay affecting the occupancy date of the Project and not the fault of the Contractor, the District Representative may elect to resequence work or otherwise modify the schedule in an attempt to maintain the Date of Completion. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the District's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the District Representative to meet schedule objectives other than those of the individual contractor will be reimbursed per the provisions of Article 15, provided that Contractor has not contributed to the delay which the District Representative is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the District Representative within forty-eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

Section 13.07. Commencement of Work.

The Contractor shall commence procurement of long lead materials and equipment after receipt of Notice of Intent to Award and appropriate Submittals have been approved.

Section 13.08. Time of Essence.

Time is of the essence of this agreement. The Contractor shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work, without the express approval of the District Representative.

Section 13.09. Date of Completion.

The Contractor shall fully and satisfactorily complete the Work within the Contract Time. The Date of Completion is defined in Article I.

Section 13.10. Responsibility for Completion.

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the Contract Time. If work on the critical path is seven (7) days or more behind the currently updated Contract Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

- A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- B. If the above cannot be achieved then;
 1. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the District Representative, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the District Representative the backlog of work.
 2. In addition, the District Representative may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the District Representative finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the District Representative may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the District to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 13.09 shall be considered grounds for a determination by the District, pursuant to Article 12, Section 12.06D, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

Section 13.11. Payments Withheld.

Progress Payments may be withheld in whole or in part should the Contractor fail to comply with the requirements of this Article.

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME

Section 14.01. Extensions of Time; Unavoidable Delays.

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

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

1. “Excusable Delay” means any delay in completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor. These events may include strikes, embargoes, fire, unavoidable casualties, national emergency, and stormy and inclement weather conditions in which the District Representative and Project Inspector agree that work on the critical path cannot continue. The financial inability of the Contractor or any Subcontractor or supplier and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond the Contractor’s control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, in accordance with this Section of the general conditions, but shall not entitle the Contractor to any adjustment of the Contract Sum.
2. “Compensable Delay” means any delay in the completion of the Work beyond the expiration date of the Contract Time caused solely by the wrongful acts of the District 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 the Contract Time, in accordance with this Section of the General Conditions and/or an adjustment of the Contract Sum, in accordance with Article 15. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.
3. “Inexcusable Delay” means any delay in completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

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

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Contract Sum shall be in accordance with Article 15 and shall be based only on the non-concurrent portion of any Compensable Delay.
2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay calculated in accordance with subparagraph B1, if applicable, exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.

Delays in the prosecution of parts or classes of the Work which do not prevent or delay the completion of the whole Work within the Contract Time are not to be considered Excusable or Compensable.

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

Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as good cause for an extension, the Contractor shall notify the District Representative in writing of the delay. The notice shall specify with detail the cause asserted by the Contractor to constitute good cause for an extension together with a detailed schedule analysis showing the effect of the delay on the critical path of the Contract Schedule and a quantification of the length of the requested extension of time. Failure of the Contractor to submit such a notice within ten (10) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any entitlement to a time extension, as well as to any associated additional compensation, and no extension shall be granted as a consequence of such delay.

The District shall have no obligation to consider any time extension request unless the requirements of the Contract Documents are complied with. The District shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the District to grant time extensions under the Contract Documents, should the Contractor fail to comply with the submission and justification requirements of the Contract Documents for time extension requests. The Contractor's failure to perform in accordance with the Contract Schedule shall not be excused because the Contractor has submitted time extension requests, unless and until such requests are approved by the District.

Section 14.03. Investigation; Procedure.

Upon receipt of a request for extension, the District Representative shall conduct an investigation of the facts asserted by the Contractor to constitute good cause for an extension. The District Representative shall report the results of this investigation, as well as the propriety of the time extension requested, to the Contractor in writing within ten (10) days of receipt of the request and shall indicate whether it will recommend for or against the extension.

Upon receiving the District Representative's recommendation, the Contractor may either concur in the recommendation, or reject the recommendation and proceed with a claim as provided for in Articles 21 and 23.

Section 14.04. Discretionary Time Extensions for Best Interest of District.

The District reserves the right to extend the time for completion of the Work if the District determines that such extension is in the best interest of the District. In the event that a discretionary extension is granted at the request of the Contractor, the District shall have the right to charge to the Contractor all or any part, as the District may deem proper, of the actual cost of construction management, engineering, inspection, supervision, incidental and other overhead expenses that accrue during the period of the extension, and to deduct all or any portion of that amount from the final payment for the Work.

In the event a discretionary time extension is ordered over the objection of the Contractor, and the decision rests solely with the District and is not legally compelled for any cause, the Contractor shall be entitled to a contract change pursuant to Article 15 adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct result of the delay, upon its written application therefore, accompanied with such verification of costs as the District Representative requires. The decision of the District on any discretionary time extension and the costs thereof shall be final and binding on the District and the Contractor.

Section 14.05. Liquidated Damages.

If the Work is not completed by the Contractor in the time specified in Section 00 73 00, Special Provisions, or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the amount accrued shall be withheld from any progress payment that would otherwise be due. This right to withhold funds is intended to complement the District's rights under Section 12.06.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or compensable pursuant to Section 14.01, or time extensions granted by the District pursuant to Section 14.04.

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

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

If the Contract is terminated before or after the Contract Time, as adjusted by any extensions of time that the District may have granted, pursuant to Section 18.07, the Contractor shall remain liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion.

Section 14.06. Extension of Time Not a Waiver.

Any extension of time granted the Contractor pursuant to this Article shall not constitute a waiver by the District of, nor a release of the Contractor from the Contractor's obligation to perform this Contract in the time specified by the agreement, as modified by the particular extension in question.

The District's decision to grant a time extension due to one circumstance set forth in one request, shall not be construed as a grant of an extension for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by the Contractor as a precedent for any other request for extension.

Section 14.07. Suspensions Exceeding One Year.

Should the Work be suspended for a period exceeding one calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, the Contractor and District agree to enter into an agreement terminating the agreement upon the following terms and conditions.

District shall be responsible only to pay the Contractor the actual value of the work performed from the Date of Commencement or from the date of the last progress payment, whichever is later, plus the five percent (5%) retention from prior progress payments, less any deductions authorized by the Contract Documents.

As between the Contractor and District, it shall be conclusively presumed that the actual value for the Contractor's work to the date of the last progress payment is no more than the actual amount of prior progress payment plus the five percent (5%) retention from those progress payments; provided, however, that this Section shall not preclude District from deducting charges for work or materials which do not meet the requirements of the Contract Documents.

Section 14.08. Effect of Stop Work Notice.

If the District orders a stop work notice pursuant to Article 9, the days on which the suspension is in effect shall be included in determining the required completion date, and shall not otherwise modify or extend the time within which the Contractor is to perform. In such event, the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay, unless the Contractor can establish that stop work notice was not warranted.

ARTICLE 15. CHANGES TO THE WORK

Section 15.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the District, or by a Directive signed by either the District or the District Representative, stating that the extra work or change is authorized, and no claim for any addition to the Contract Sum or Contract Time shall be valid unless so authorized; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. The Contractor shall, when required by the District Representative, furnish an itemized breakdown of the quantities and prices used in computing the value of any change requested by the Contractor, or that may have been ordered by the District, including all items listed in Sections 15.06 and 15.07, below.

Change Orders shall specify the cost adjustments associated therewith, and in no case shall the District pay or become liable to pay any sums different than those specified or those established under Section 15.06 and 15.07.

Certain CCDs must be submitted to, and approved by, DSA prior to being implemented. Substitutions are considered CCDs and, if DSA approval is required, are to be approved by DSA prior to fabrication or use.

Section 15.02. Change Orders.

Subject to legal requirements relating to competitive bidding, the District may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the District, which shall state the agreement of the District, the Contractor, the Architect, and, if applicable, DSA upon all of the following:

- A. The scope of the change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

The District may also issue unilateral change orders based upon previously issued Directives. Unilateral change orders shall be approved by the District, the Architect, DSA if applicable and the District Representative, but need not be signed by the Contractor.

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

Except for Minor Change Orders described below, all adjustments to the Contract Sum or the Contract Time must be approved by the District.

Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Change Order as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

Section 15.03. Minor Change Orders by District Administration.

The Board of Education of the District has authorized the District Superintendent or his/her designated deputy to order minor changes or additions in the Work. This authorization allows any change or addition in the Work to be ordered in writing by the Superintendent or designated deputy when the extra cost to the District for any such change or addition does not exceed the amount specifically authorized by the Board of Education.

Section 15.04. Change Orders Regarding Time for Completion.

Any time extension authorized by the District pursuant to Article 14 hereof shall be set forth in a Change Order signed by the District.

Section 15.05. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A Directive shall be used in the absence of total agreement on the terms of a Change Order, or when time does not permit processing of a Change Order prior to implementation of the change. Directives shall be approved by the District, the Architect, and, if applicable, DSA, but need not be signed by the Contractor. Upon receipt of a Directive, the Contractor shall promptly proceed with the change in the work involved. It is the intent of the District that all Directives will be converted to a Change Order.

When a Directive is used because time does not permit processing of a Change Order prior to implementation of the change, signature by the Contractor on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract Sum and Contract Time, if any, set forth in the Directive as full and complete satisfaction of any direct or indirect additional cost and/or time incurred by the Contractor in connection with performance of the change work.

If the Contractor disagrees with the method for adjustment in the Contract Sum, the adjustment shall be determined by the District Representative on the basis of any of the methods described in Section 15.06A, paragraphs 2, 3, or 4.

Section 15.06. Pricing of Changes.

- A. If a Change Order or Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 2. Unit prices stated in the Contract Documents or subsequently agreed upon;
 3. The District Representative's estimate of the value of the change; or
 4. Time and materials, as set forth in Section 15.07 and 15.08.

Section 15.07. Allowable Costs.

- A. Allowable costs for any Change Order shall be limited to the following:
1. Costs of labor, including social security, medical and unemployment insurance, fringe benefits required pursuant to Article 7, and workers' compensation insurance;
 2. Costs of first line supervision labor, including labor burden as described in Paragraph 1. "First Line Supervision" shall mean a working foreman or lead craft worker other than the project superintendent;
 3. Actual cost of the project superintendent associated with any period of compensable delay caused by issuance of the change order. In the absence of a compensable delay, all of the project superintendent's time is considered to have been paid for as part of the Overhead;
 4. Actual costs of materials, including sales tax and delivery;
 5. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor or others;
 6. Overhead and Profit as specified below. "Overhead" shall include the following:

Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the project superintendent; vehicles including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and as-built drawings; general office and administrative

expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, and all taxes; and all other expenses not specifically included in Paragraph A above.

- B. The Contractor's combined overhead and profit for work performed by its own forces shall be fifteen percent (15%) of the costs specified in Section 15.07(A)(1)-(5). If the changed work is performed by a Subcontractor, the Subcontractor shall be entitled to an allowance of fifteen percent (15%) of its actual labor, material and rental costs for overhead and profit. The Contractor shall be allowed to mark-up the Subcontractor's price ten percent (10%) for its overhead and profit. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed thirty percent (30%).
- C. If the net value of a change results in a credit from the Contractor or Subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

Section 15.08. Time and Materials Adjustment.

- A. Pricing and Record Keeping. In the event that the pricing method selected is the time and materials method described in Section 15.06A, paragraph 4, the pricing shall be calculated using the formula and costs set forth in Section 15.07 except that time and material (T & M) labor rates shall be pre-approved by the District Representative for T & M work. The Contractor shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the Project Inspector or the District Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Contractor and the District Representative shall discuss and attempt to resolve any disputes concerning the Contractor's daily records at the time the report is submitted.
- B. Reconciliation. The Contractor shall, on a monthly basis accompanying the progress payment request, submit a reconciliation for all work performed under a time and materials Directive during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the work of the Directive is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

Section 15.09. Effect on Sureties.

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

The District reserves the right to require additional payment or performance bonds to secure a change order.

Section 15.10. Unforeseen Site Conditions.

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

- A. In the event that any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Representative, in writing, of any:
 - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents.

3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
 - B. Upon receipt of notice from the Contractor, the District Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive under the procedures described in the Contract Documents.
 - C. In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law, which pertain to the resolution of disputes and protests between the contracting parties.
 - D. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice under paragraph A of this Section 15.10.
 - E. No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Section 15.11. Notice of Dispute

If the Contractor intends to make a claim for a change in the Contract Sum or Contract Time, the Contractor must give the District Representative written notice within ten (10) days of the occurrence of the event giving rise to the claim. Thereafter, the Contractor may proceed with a claim as provided for in Articles 21 and 23. Failure to provide the written notice within ten (10) days of the occurrence of the event giving rise to the claim shall constitute a waiver by the Contractor of any claim for a change in the Contract Sum or Contract Time.

ARTICLE 16. DISTRICT'S RIGHT TO CARRY OUT THE WORK

Section 16.01. Notice of Default; Deduction of Cost.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within three (3) days after receipt of written notice from the District to commence and continue correction of the default or neglect with diligence and promptness, the District may, without prejudice to any other remedy it may have, correct the deficiencies and may further elect to complete that portion of the Work through such means as the District may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other appropriate costs, including compensation for the Architect's, the Project Inspector's and the District Representative's additional services made necessary by the default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the District.

Section 16.02. Disputed Work.

If a dispute arises as to who is responsible for cleaning up pursuant to Section 19 or for accomplishing coordination or doing required cutting, filling, excavating or patching, the District may carry out such work and charge the cost to the responsible contractors, as the District may determine.

Section 16.03. Assignment of Work.

The District reserves the right to perform any portion of the Project with its own forces or with other contractors as it sees fit. The Contractor will cooperate and coordinate with the District's efforts in this regard. The Contractor may be assigned work by other District contractors when required to properly coordinate project activities.

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship.

The District shall have the right to reject materials and workmanship, which are determined, by the District Representative, the Architect, or the Project Inspector to be defective or fail to comply with the Contract Documents. Rejected workmanship shall be corrected to the satisfaction of the District and/or Architect, and rejected materials shall be removed from the premises and replaced, all without added cost to the District and/or an increase in the Contract Time.

If the Contractor does not correct such rejected work and/or materials within a reasonable time, fixed by the District Representative or the Architect in a written notice to the Contractor, the District may correct the same and charge the expense to the Contractor, and deduct such expense from the next progress payment otherwise payable to the Contractor.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials, or work not done in accordance with the Contract Documents, the Contractor agrees that an equitable deduction from the Contract Sum shall be made therefor, and deducted from the next progress payment otherwise payable to the Contractor.

Section 17.02. Correction of Work.

The Contractor shall promptly correct all work rejected by the District Representative, Project Inspector or the Architect as defective or as failing to conform to the Contract Documents, whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work including compensation for the Architect's, Project Inspector's and the District Representative's additional services.

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

The Contractor shall bear the cost of making good work destroyed or damaged by such correction or removal.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligations which the Contractor might have under the Contract Documents or by operation of law. The establishment of the time period of two (2) years after the Date of Completion, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which an action may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the work.

ARTICLE 18. DISTRICT'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the District for Convenience.

The District may at any time and for any reason, terminate, in whole or in part, Contractor's Work at the District's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue Contractor's work and the placing of orders for materials, facilities and supplies in connection therewith, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the District, or at the option of the District, the District shall have the right to assume those obligations directly, including all benefits to be derived there from. Contractor hereby assigns to the District all of its interest in said orders and/or contracts, and the assignment of said orders and/or contracts shall be effective upon notice of acceptance by the District in writing, and only as to those orders and/or contracts, which the District designates in writing. Following receipt of notice of termination, Contractor shall thereafter do only such work as may be necessary to preserve and protect portions of its work already in progress and to protect materials and equipment on or in transit to the Project.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) Contractor's direct, actual cost of the Work allocable to the portion of the Work completed in conformity with the Contract, but in no event to exceed the amount of the Contract Sum allocable to the portion of the Work completed in conformity with the Contract; plus (2) previously unpaid costs of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work, but in no event to exceed the portion of the Contract Sum allocable to said items; plus (3) an allowance of ten percent (10%) of the foregoing costs for Contractor's overhead and profit; plus (4) any proven losses with respect to materials and equipment directly resulting from the termination; plus (5) reasonable demobilization costs. The costs referred to in this Section shall be calculated and documented as required for a change order under Article 15 of the General Conditions, except that mark-up for overhead and profit shall be only as allowed by this Section. There shall be deducted from such sums the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against the District for any additional compensation or damages in the event of such termination and payment beyond that provided for in this Section.

In connection with any termination for convenience, Contractor shall allow the District, District Representative or any authorized representative(s) to inspect, audit, or reproduce any records to the extent necessary for the District or District Representative to evaluate and verify the costs incurred by Contractor in performing the Work, including direct and indirect costs such as overhead allocations. Contractor will make this material available upon 48-hours' written notice from the District or District Representative. The District and District Representative may inspect and copy, from time to time and at reasonable times and places, any and all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), including without limitation, books, papers, documents, subscriptions, recordings, estimates, price quotations, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, and any and all other information or documentation that may, in the judgment of the District or District Representative, have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract Documents. Such records shall include but not be limited to, the following: accounting records, payroll records, job cost reports, job cost history, margin analysis, written policies and procedures, subcontract files (contracts, correspondence, change order files, including documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other documents customarily maintained by contractors performing work on public works projects or that the District or District Representative otherwise deem necessary to substantiate charges related to a Termination.

If this Contract is terminated for default under Section 18.02 and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

Section 18.02. Termination by the District for Cause.

The District may terminate the Contract, pursuant to the provisions of this Article, for the following causes:

- A. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
- B. The Contractor or any of its Subcontractors violate any of the provisions of the Contract Documents or fail to perform the work within the time specified in the current Contract Schedule.
- C. The Contractor or any of its Subcontractors should fail to make prompt payment to Subcontractors or material suppliers for material or for labor as required by statute.
- D. The Contractor or a Subcontractor persistently disregards laws, ordinances, or the instructions of the District Representative, Architect or the District.
- E. The Contractor fails to abide by a stop work notice issued pursuant to Article 9 or fails to correct rejected work or materials as required by Article 17.
- F. The Contractor fails to provide and keep in full force and effect all insurance required by Article 3, or fails to cause all Subcontractors to so comply.
- G. The Contractor fails to supply a sufficient number of properly skilled workers or proper materials.
- H. The Contractor commits any substantial violation of the terms and conditions of the Contract Documents, which the District, in its sole discretion, finds to be a material breach of the Contract.

Section 18.03. Procedure for Termination for Cause.

The District may, without prejudice to any other right or remedy, give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract.

Unless within seven (7) days of the delivery of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and the District Representative, the Contractor's right to complete the Work shall cease and terminate.

In the event of any such termination, the District shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the rights and obligations set forth in the performance bond. If the District is forced to take over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its sureties shall be liable to the District for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the District may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. Contractor hereby assigns to the District all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the District in writing, and only as to those orders and/or contracts, which the District designates in writing. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished and shall be liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion, as well as for all losses incurred by the District in completing the Work.

Section 18.04. Option in Event of a Loss.

In the event that any destruction or loss should exceed twenty percent (20%) of the value of the construction completed to date, as determined at the end of the preceding month, or is due to an "Act of God," the District shall have the option, at its sole discretion, to terminate this Contract.

Section 18.05. Provisions for Termination of Contract.

This Contract is subject to termination as provided by Sections 4410 and 4411 of the Government Code, being portions of the Emergency Termination of Public Contracts Act of 1949.

Section 18.06. Survival of Obligations.

No termination of this Contract or of Contractor's Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract Documents, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of Contractor's responsibilities under the Contract Documents with respect to the Work performed prior to the date of termination shall survive any termination.

Section 18.07. Termination After Contract Time.

In addition to any rights it may have, the District may terminate this Contract at any time after the Contract Time, as adjusted by any extensions of time that the District may have granted.

Upon such termination, in addition to the Contractor's obligations under Section 18.06 and the other provisions of the Contract Documents, the Contractor shall not be entitled to receive any compensation for services rendered before or after such termination until the Work is completed, and the Contractor shall be liable to the District for liquidated damages for all periods of time from the Contract Time, adjusted by any extensions of time that the District may have granted, until the Date of Completion, as well as for all losses incurred by the District in completing the Work.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly manner. The Contractor shall remove all dirt, debris, waste, rubbish, and implements of service from the Project, the adjacent sidewalks and streets, and the working area daily or as directed by the District Representative. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate on the Site or in the working area.

The Contractor, at its sole cost, shall contract with a disposal company to remove all rubbish, and shall have the refuse containers emptied at frequent enough intervals so that waste does not overflow the containers.

If the Contractor fails to clean up during progress or upon completion of the Work, the District may, at the Contractor's expense, do so as provided in Article 16.

Section 19.02. Final Cleaning of Project.

At completion of the Work and prior to final acceptance/inspection and occupancy by the District, the Contractor shall thoroughly clean the interior and exterior of the buildings, and the Site and adjacent areas, of all material related to its performance of the Work. In the event the Contractor fails to do so, the District may cause this work to be done at the Contractor's expense, as provided in Article 16. The following list is not inclusive but to act as a guideline:

- A. Removal of all spots, stains, paint spots, rubbish, debris, tools, equipment, trade markings and labels, and accumulated dust and dirt from all areas and broom clean. Steam clean all carpets and mop floors.
- B. Cleaning interior and exterior of the buildings including all windows in any area affected by the Work.
- C. Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, chalk board trays and any adjoining rooms or areas that were affected by the Work.
- D. The Contractor shall clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and shall repair any Site areas damaged during the course of construction.

Prior to final completion or District occupancy, the Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work is clean. In the event the Contractor fails to do so, the District may cause this work to be done at the Contractor's expense.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Notice of Punch List Inspection.

When the Contractor believes that a phase of its Work is complete, it shall request in writing a punch list inspection in the form provided by the District. Within five (5) days of the receipt of such request, the District Representative, the Project Inspector and the Architect shall make a punch list inspection or inform the Contractor that the work is not ready for punch list inspection; upon completion of the deficient work, the Contractor shall again request a punch list inspection. The Contractor or its representatives shall be present at the punch list inspection. The purpose of the punch list inspection is to determine whether the Work has been completed in accordance with the Contract Documents, including all Change Orders, all interpretations and instructions previously issued.

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

If Contractor fails to attend any punch list inspection, the Contractor shall be charged for the cost of the District Representative, Architect, the Project Inspector, and other design professionals who attended the punch list inspection.

Completion of any phase of the Work does not result in final completion, or in any way alter the payment provisions after final completion.

Section 20.02. Punch List.

The District Representative, the Project Inspector and the Architect shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list.

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the District Representative, the Project Inspector and the Architect.

No one is authorized to amend the Contract Documents by use of the punch list; it is provided solely for the benefit of the Contractor to enable it to determine what items must be corrected before final acceptance will be recommended by the District Representative, the Project Inspector and the Architect. The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the Work still does not comply with the Contract Documents, the District reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents, but accepted by the District, without the issuance of further punch lists.

If punch list work needs to be performed after the District has taken occupancy of a phase, the work shall be conducted outside of normal school hours at the direction of the District Representative.

Section 20.03. Use of Work Prior to Acceptance.

Whenever, in the opinion of the District, the Work or any part thereof, is in a condition suitable for use, and the best interests of the District require such use, the District may take possession of, connect to, and open for public or District use that portion of the Work. Contractor acknowledges and agrees such occupancy and/or use does not constitute acceptance or completion as defined by California Civil Code section 9200.

Section 20.04. Repairs or Renewal in the Work.

Prior to the Date of Completion, the Contractor shall make all repairs or renewals in the portion of the Work occupied pursuant to Section 20.03 made necessary due to defective material or workmanship, or the operations of the Contractor, ordinary wear and tear excepted.

Section 20.05. Effect of Occupancy.

The District's occupancy as contemplated in this Article shall not constitute acceptance by the District of the Work or any part thereof. Such use shall neither relieve the Contractor of any of its responsibilities under the Contract

Documents, nor act as a waiver by the District of any of the terms or conditions of the Contract Documents. Any damage done by the District is the responsibility of the District. Contractor acknowledges and agrees that any occupancy and/or use of all or any portion of the work of improvement does not constitute acceptance or completion within the meaning of California Civil Code section 9200.

Section 20.06. Coordination with Other Activities.

The Contractor shall conduct its operations so as not to interfere unreasonably with the District's use of the occupied portions of the Site. The Contractor shall submit periodic schedules to the District Representative proposing the times, areas, and types of work to be done within such areas.

If the Work produces conditions rendering the occupied portions of building, the Site, or other areas uninhabitable, either because of noise, dust, vibration, smoke, fumes, or for any other cause whatsoever, the District Representative may suspend the Work or direct the Contractor to modify the Contract Schedule, and the Contractor shall comply.

Except as provided by Change Order, the Contractor shall not be entitled to a time extension or increase in the Contract Sum by virtue of conflicts between the Contractor's work and the District's occupancy.

ARTICLE 21. CONTRACT CLOSEOUT

Section 21.01. Contractor's Request for Final Payment.

When the Contractor determines that all of the Work on the Project is complete and all items on the punch list have been satisfied, or contends that such items are not required by the Contract Documents, the Contractor shall submit a certificate of completion and an application for final payment on the form provided.

Section 21.02. Additional Submissions.

Simultaneously with the Contractor's certificate of completion and request for final payment, the Contractor shall submit the following items to the District Representative:

- A. As-built drawing information pursuant to Section 5.08.
- B. Two (2) sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation, elevators, kitchen equipment, and all other equipment required by the technical specifications to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.
- C. Hazardous material documentation as required.
- D. Form DSA-6 Final Verified Reports.
- E. All other required DSA, California Department of Education, State Allocation Board and Office of Public School Construction forms.
- F. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the Contract Documents.
- G. Other items as required in Section 00 73 00.

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

Section 21.03. Final Payment Process.

Upon approval of the submittals required by this Article and receipt of the Contractor's final payment application, and upon verification that all of the Work is complete, including all punch list items, the District Representative shall either (1) recommend to the District that the payment application be accepted, which recommendation shall be made within five (5) business days of receipt of the Contractor's final payment application, or (2) send a notice to the Contractor rejecting the payment application, stating the basis therefor, and submitting a written estimate of the sum due to the Contractor, which written estimate shall be provided to the Contractor within twenty (20) calendar days of the District Representative's receipt of the Contractor's final payment application. The District Representative's estimate shall take into account the Contract Sum, as adjusted by any Change Orders; amounts already paid; and sums to be retained for incomplete work, liquidated damages, and for any other cause under the Contract Documents. Any protest by the Contractor of the District Representative's estimate shall be as set forth in Section 21.04 and Article 23.

The Architect shall prepare a statement of final inspection, stating that the Work has been given a final inspection, that the Contractor has submitted the required documents, setting forth with detail any deviations in the Work as completed from the Contract Documents, and estimating the cost of correction of such deviations.

The Architect's statement shall be transmitted to the District along with the Contractor's application for final payment approved by the District Representative, Architect and Project Inspector. The District Representative shall provide a copy of the Architect's statement of final inspection to the Contractor.

Section 21.04. Protest of the District Representative's Estimate; Claims.

If the Contractor contests the estimate of sums due prepared by the District Representative, the Contractor may file a claim in writing with the District Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate. The Contractor's claim shall be certified under penalty of perjury and in compliance with the California False Claims Act. Failure to include these required certifications will constitute grounds for immediate rejection of the claim.

Failure to file a timely claim shall constitute a waiver and acceptance by the Contractor of the District Representative's estimate, which shall then become final and be forwarded to the District for approval of payment.

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

The Contractor acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, Change Orders, Construction Change Directives and punch lists, and the District's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy or otherwise.

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

Section 21.06. Approval of Final Payment.

Following acceptance of the Work, the District shall authorize final payment to the Contractor of the undisputed sums found due, subject to retentions for stop notices as provided in Section 21.07 below. This final payment shall be made within sixty (60) days after completion, as defined in Section 21.05 above, and recordation of the Notice of Completion.

Section 21.07. Withholding for Stop Notices.

The District may, in its sole discretion, and at any time, withhold from the Contractor any unpaid claims alleged in Stop Notices filed pursuant to the California Civil Code. The District reserves all remedies it may have in the event of a stop notice dispute. The basic standard to determine a sufficient withholding in the event of a Stop Notice shall be one hundred fifty percent (150%) of the total of all stop notices filed; provided, however, the District reserves the right to withhold different or greater sums in its discretion.

Section 21.08. Non-Waiver.

Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time, nor any possession taken by District shall operate as a waiver of any of the provisions of this Contract, nor shall a waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. In addition, recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of this agreement.

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 punchlist completion and sign-off and completion of all contract obligations by the Contractor, including formal acceptance of the entire Project by the District. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, Change Orders, Directives, CCDs and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. Such guarantee shall be made on the form provided, as set forth in Specification Section 00420.

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

Such guarantee is in addition to, and not in lieu of, the District's rights to enforce this Contract in all respects.

ARTICLE 23. CLAIM REQUIREMENTS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.

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

Section 23.02. Definitions.

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

- (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) payment of an amount that is disputed by the District.

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

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

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

Section 23.03. Claims Procedure.

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

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

following: an explanation of the background; a chronology (including dates of all key events and date(s) that the Notice of Potential Claim was given); an explanation of the Contractor's position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of damages or additional amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, conference or meeting notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Claims must be filed on or before the date of final payment, 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 the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the 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 the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.
- 23.03.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.
- 23.03.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:
- (a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

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

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

Section 23.04. Claim Certification.

Contractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code sections 12650 *et seq.*). Submission by Contractor of any claim (as the term "claim" is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a Subcontractor or material supplier, shall constitute a representation by Contractor to the District that submission of the claim does not in any respect, violate the False Claims Act. Any party with an interest in the claim, including Contractor and any Subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation District might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim.

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

CLAIM CERTIFICATION

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

Dated: _____

Company _____

Signature _____

Title _____

Section 23.05. Continuance of Work.

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

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. Conflict of Interest.

No official of the District who is authorized on behalf of the District to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the District who is authorized on behalf of the District to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

Section 24.02. No Agreements.

No verbal agreement or conversation with any officer, agent, or employee of the District, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

Section 24.03. Anti-Trust Assignment.

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

Section 24.04. Contractor Not Agent, Nor Employee.

Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the District for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, are, nor shall they be construed to be in any manner or for any purpose whatsoever, employees of the District.

Section 24.05. Access to Records.

The District or the District's authorized representative shall have access, upon reasonable notice, during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the Work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order prospective or executed, or any claim for which additional compensation has been requested.

Such books, documents and other records mentioned above shall include, but are not limited to all those reasonably necessary in the opinion of the District to determine the accurate amount of direct and indirect costs, job site, area and home office overhead, delay and impact costs, however characterized, and shall include the original bid and all documents related to the bid and its preparation, as well as the as-planned Contract Schedule and all related documents.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the District's cost.

END OF SECTION

Section 00 73 00 - SPECIAL PROVISIONS

In case of conflict, instructions in this Special Provisions section shall supersede all other sections of this Project Manual.

ARTICLE 1: SCOPE OF WORK

Section 1.01 Bid Package(s)

- A. Bidder shall carefully review the total scope of responsibilities with respect to the Work of **BP# 460-1** and shall provide for the total scope in its Proposal.

Section 1.02 License Classification: N/A

Section 1.03 Scope of Work

Included:

1. Furnish and install all labor, material and equipment for all Work shown and/or specified in accordance with the Contract Documents, except as excluded below.
2. This Scope of Work Section 1.03 also applies to all applicable awarded alternates.
3. Information provided under "Also Included" points out some items which may be considered less obvious or "unconventional", but which are included in the Scope of Work.
4. This Bid Package Description is intended to clarify scope to the Contractor, but is in no way intended to limit scope that is reasonable inferable as being required by the Work included in this description. Work required under a Bid Package may be shown or specified anywhere in the Contract Documents.

Also Included:

1. Coordination with other Contractors working on this campus.
2. Daily and final clean-up.
3. Patching, repairing, painting and/or replacement of all finished surfaces disturbed during construction.
4. Contractor is responsible for the protection of books, shelving, furniture and electronic equipment during Work.
5. The use of E-builder is required per Section 01 31 00 for Project Management Internet Communication Requirements

Excluded:

1. Permits.
2. Fees.

ARTICLE 2: ALTERNATES

Section 2.01 Alternates

Alternate Bids may be accepted at the option of the District. Any combination of Base Bid, Alternates, and Unit Costs determined by the District will be basis for awarding a Contract.

Approval of alternates will be based on design team review of applicable product data.

Proposed alternates to be submitted with bid. Provide manufacturer, model name, model number, Materials & Finishes, Color Options, Warranty, Unit Cost, and reason for substitution.

ARTICLE 3: SCHEDULE

Section 3.01 Contract Time/Time for Completion

The time for completion of all Work is August 1, 2025.

Time for completion of milestones is as set forth in the attached Preliminary Construction Schedule. Any extensions of time for completion of milestones are governed by the same terms and restrictions as applicable to extensions of the Contract Time referenced in the General Conditions Section 00 72 00.

Section 3.02 Schedules

The attached Preliminary Construction Schedule indicates planned durations for significant activities during the construction period, including required milestone completion dates. Phasing and milestone completion dates have been prepared to accommodate the Work of this Bid Package and school educational demands. The activities shown assume 100% manpower levels. Mobilization, planning, coordinating layout, gradual manloading, etc. all must occur prior to the activities shown.

Certain phases of the work may be designated as a "Zero Float Phase" in the Preliminary Construction Schedule. Any Zero Float Phase shall have a fixed start and finish date that is not subject to change as a result of delays in other phases or in issuance of the Notice to Proceed for the Project.

The Contractor is required to submit a Contract Schedule for the activities within its scope of Work according to the requirements specified in General Conditions Section 00 72 00, Article 13, Time of Work.

The District will occupy the Site during the entire period of construction for the conduct of normal operations. The Contractor shall cooperate with the District to minimize conflict, and to facilitate the District's operations. Construction areas will be made available in the order and time frames shown in the Preliminary Construction Schedule.

Schedule the Work to accommodate these requirements.

Section 3.03 Liquidated Damages

In the event of failure on the part of the Contractor to complete each phase of the Work within the Milestone Completion Date, or the overall Project within the Contract Time, including any approved extensions thereof, the Contractor shall pay District, on a phase by phase basis, liquidated damages for each calendar day of delay until final completion of the Phase or the Project. The liquidated damages for each Phase and for the Project are separate, and may be accumulated if completion of more than one Phase is delayed concurrently.

The amount of liquidated damages is indicated below (also refer to General Conditions Section 00 72 00, Article 14, Section 14.05):

\$2,000.00/calendar day

ARTICLE 4: DVBE REQUIREMENTS (SFP Funded)

Section 4.01 DVBE Policy For State Allocation Board (SAB) Funded Projects

Definitions:

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

The term “Contract” means an agreement awarded by the District in which all or part of the funding is provided by the State Allocation Board (SAB) under the Leroy F. Greene School Facilities Act of 1998 (School Facilities Program).

The term “Bidder” means any person or persons, firm, partnership, corporation, or combination thereof making an offer, a proposal, or submitting a response to a solicitation competitively or non-competitively, with the intent of forming a Contract with the District on an SAB-funded project.

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

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

The term “Good Faith Efforts” means that the bidder took all necessary and reasonable steps to achieve the DVBE Participation Goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DVBE participation, even if they were not fully successful. Good Faith Efforts are further delineated in Section 4.02 below.

DVBE Goals:

In accordance with Education Code section 17076.11, this District has a Participation Goal for DVBEs of at least three percent (3%) per year. This Goal applies to the overall dollar amount of SAB-funds allocated to and expended by the District pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of District facilities. Prior to, and as a condition precedent for, final payment under any Contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBEs in conjunction with the Contract, so that the District can assess its success at meeting this Goal.

A section of the Schedule of Values has been established for monthly reporting on the percentage of DVBE participation. Each month, and at the final application for payment, the Contractor will indicate the percentage of DVBE participation in dollars. This information will be used by the District to report DVBE participation to the SAB.

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

Section 4.02 Requirements: Participation Goal and Good Faith Efforts

The Participation Goal for this contract is 3%.

The Bidder shall either commit to meeting the Participation Goal or demonstrate Good Faith Efforts to do so, as described below. If the Bidder is a DVBE, then the Bidder must clearly identify that fact in its bid. **If the Bidder is not a DVBE, then all DVBEs for which the Bidder is claiming credit must be listed on the DVBE listing form and identified as DVBEs.** A bidder may receive credit for using a DVBE even if the work to be performed

is less than one-half of one percent (0.5%) of the bid amount, involves supply of materials, or is to be performed by a lower-tier subcontractor.

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

1. Select portions of the work for which to solicit DVBEs in order to increase the likelihood that the DVBE goals will be achieved. This may include breaking out contract work items into smaller units or soliciting DVBEs for portions of the work that the Bidder might otherwise prefer to perform itself.
2. Search at least the OSDS DVBE database to identify DVBEs to solicit to perform the portions of work identified. Print the search results to include with the Good Faith Efforts documentation.
3. Advertise for DVBE participation, including in focus or trade publications reasonably expected to reach DVBEs in the region, as early in the process as is practicable. Depending on the project and results, multiple advertisements may be appropriate. Generally, the first publication should occur no later than one week following any pre-bid conference or one week before bids are due, **whichever is earlier**. Submit a copy of the advertisement(s) with the Good Faith Efforts documentation.
4. Solicit interest from identified DVBEs (from the OSDS database or otherwise) as early in the bidding process as practicable to allow the DVBEs to respond to the solicitation and submit a timely bid. Solicitations may be by phone, fax, email, letter, or other reasonable means, but must be documented. Submit documentation of all outreach efforts with the Good Faith Efforts documentation. Include documentation of all DVBE responses.
5. Follow up initial solicitations. Document all such efforts and DVBE responses as part of the Good Faith Efforts documentation.
6. Work with interested DVBEs, including providing adequate information about the project and portions of work available and negotiating in good faith with interested DVBEs to assist them with being able to bid. Document all such efforts with the Good Faith Efforts documentation.

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

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

Section 4.03 Substitutions

The Contractor must use the DVBE Subcontractor(s) and/or supplier(s) proposed unless the Contractor requests and receives authorization from the District to substitute. At a minimum, the request must include:

1. A written explanation of the reason for the substitution, which shall be limited to the circumstances permitted under Public Contract Code section 4107(a).;
2. The identity of the listed DVBE and the name, address, contractor license number, and DIR registration number of the proposed replacement; and
3. If a DVBE cannot be identified as a replacement, documentation of efforts to find available DVBEs.

The DVBE shall be given the rights afforded by Public Contract Code section 4107 prior to the District acting on a requested substitution.

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

Section 4.04 DVBE Certification

A DVBE cannot self-certify. An OSDS letter must be provided for each DVBE participating in the contract. The OSDS certification letter must be provided with the bid. The District will not give the Bidder DVBE credit for any DVBE for which the Bidder fails to provide the required letter with its bid.

Section 4.05 Contract Audits

The Contractor agrees that the State or the District has the right to review, obtain, and copy all records pertaining to performance of the Contract. The Contractor agrees to provide the State with access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor shall maintain records for a period of at least three (3) years after final payment under the Contract.

ARTICLE 5: CLARIFICATIONS

1. Project will be awarded to only one vendor.
2. "No Bid" of line items is not permitted. Propose and submit on alternates as necessary.
3. Estimated mobilization date: Reference Exhibit B Preliminary Construction Schedule in the Project Manual. The intent is to install the new furniture once the Admin, Multi-Purpose, and Classroom Buildings are substantially complete. This is expected to occur sometime during the 2nd quarter of 2025.
4. Contact information for manufacturers that produce the specified furniture is not available.
5. 5 each backpack carts per collaboration space.
6. Student desks size to be 24" x 27".
7. Addition to Bidders List can be added at vendor's request.
8. The District will be issuing a DIR # for this project.
9. A Purchase Order (PO) will be issued after Board Approval.
10. All items that apply to the project, such as Submittals, will apply. Other items that do not apply, such as Sub-surface Conditions, Testing, Sampling, DSA reports, Schedule of Values, Payment Applications, and Retention, will not apply.
11. Instructions to Bidders 00 21 13 Section 1.10.D: A schedule will be required but the requirement for a CPM schedule can be waived. Time and Materials wage sheet and Matrix of submittals are required. A schedule of values is not required. Instructions to Bidders 00 21 13 Section 1.15: Subcontractor listing is required.
12. There is not a maximum page count for the bid proposal.
13. It is not known at this time if the jobsite will be free and clear of all trades during the installation of furniture. Coordination between building contractor and construction manager will be needed.
14. Invoices will be paid upon acceptance of installed furniture.
15. Vendor cannot provide furniture under the Omnia Contract.
16. Delivery of Electronic Files Agreement is provided on the following pages.



DELIVERY OF ELECTRONIC FILES AGREEMENT

Date: _____

Recipient: _____

Project: Cesar Chavez / Edward Kemble Elementary School Furniture

Dear Recipient:

At your request, Lionakis will provide electronic files for your convenience and use in the preparation of your bid proposal.

Lionakis makes no representation as to the compatibility of electronic files with your hardware or your software.









Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of drawings for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Lionakis. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Lionakis, its officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold Lionakis harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction, as-built or record documents. Lionakis makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed and/or sealed hard-copy construction documents prepared by Lionakis and the electronic files, the signed and/or sealed hard-copy construction documents shall govern. You, or any party in which these documents are distributed, are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the construction documents, including, but not limited to, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, Lionakis reserves the right to remove all indications of ownership and/or involvement from each electronic display.

Lionakis will furnish you the following electronic files:

-  Building A.dwg
-  Building A.pcp
-  Building C - Level 1.dwg
-  Building C - Level 1.pcp
-  Building C - Level 2.dwg
-  Building C - Level 2.pcp
-  Building M.dwg
-  Building M.pcp

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DISABLED VETERAN BUSINESS ENTERPRISE LISTING FORM

DVBEs FOR _____ [Bidder] PROJECT: _____

| NAME OF DVBE | DOLLAR VALUE OF WORK | PORTION OF WORK | CONTRACTOR LICENSE NUMBER | DIR NUMBER | LOCATION OF BUSINESS |
|--------------|----------------------|-----------------|---------------------------|------------|----------------------|
| | | | | | |
| | | | | | |
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Total DVBE participation achieved: _____ %

Bidder (mark the appropriate box or boxes):

- Is a certified DVBE.
- Will meet the stated DVBE participation goal and has listed all DVBEs above.
- Will submit Good Faith Efforts documentation to reflect its efforts to secure DVBE participation.

Good Faith Effort Checklist

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

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

EXHIBIT A – School Year Calendar



SCUSD Academic Office

Elementary School & Pupil Progress Reporting Calendar

2024 - 2025 School Year

Updated 5/24/24

| First Trimester August 19, 2024 – November 15, 2024 <i>63 Instructional Days</i> | | Second Trimester November 18, 2024 – March 7, 2025 <i>62 Instructional Days</i> | | Third Trimester March 10, 2025 – June 12, 2025 <i>63 Instructional Days</i> | |
|--|---|---|--|---|--|
| Monday, August 19, 2024 | First Day of Instruction | Monday, November 18, 2024 | Second Trimester Begins | Monday, March 10, 2024 | Third Trimester Begins |
| Monday, September 2, 2024 | Labor Day Holiday | Sat, Nov 23, 2024 – Sunday, Dec 1, 2024 | Fall Break | Sat, April 12, 2025 – Sunday, April 20, 2025 | Spring Break |
| Friday, October 4, 2024 | Progress Notices Issued | Sat, Dec 21, 2024 – Sunday, January 5, 2025 | Winter Break | Friday, April 25, 2025 | Progress Notices Issued |
| Monday, November 11, 2024 | Veterans' Day Holiday | Monday, January 20, 2025 | Martin Luther King Jr. Day Holiday | Monday, May 26, 2025 | Memorial Day Holiday |
| Friday, November 15, 2024 <i>*Minimum day</i> | First Trimester Ends Report Period Ends Reports & Records Day | Friday, January 24, 2024 | Progress Notices Issued | Thursday, June 12, 2025 <i>*Minimum Day</i> | Third Trimester Ends Report Period Ends Report Cards Issued Reports & Records Day |
| Friday, November 22, 2024 | Report Cards Issued | Monday, February 10, 2025 | Lincoln's Day Holiday | Friday, June 13, 2025 | Non-Instructional Teacher Work Day |
| | | Monday, February 17, 2025 | President's Day Holiday | | |
| | | Friday, March 7, 2025 <i>*Minimum Day</i> | Second Trimester Ends Report Period Ends Reports & Records Day | | |
| | | Friday, March 14, 2025 | Report Cards Issued | | |
| Parent-Teacher Conferences (6 Minimum Days): November 4, 2024 through December 13, 2024 | | | Parent-Teacher Conferences (5 Minimum Days): March 7, 2025 through April 11, 2025 | | |
| Reports & Records (3 Minimum Days): November 15, March 7 & June 12 | | | | | |

EXHIBIT B – Preliminary Construction Schedule

| | | |
|--|-------------------------|---|
| Board Approval / Contract Award: | October 2024 | (PO must be issued no later than November 2024) |
| Furniture Production/Delivery/Install: | October 2024 – May 2025 | |
| Install/Final Punch: | June 2025 – July 2025 | |
| Completion: | August 1, 2025 | |

EXHIBIT C – Drawings

See the following pages for Design Team drawings. Note instructions on initial page.

SITE PLAN

Notes:

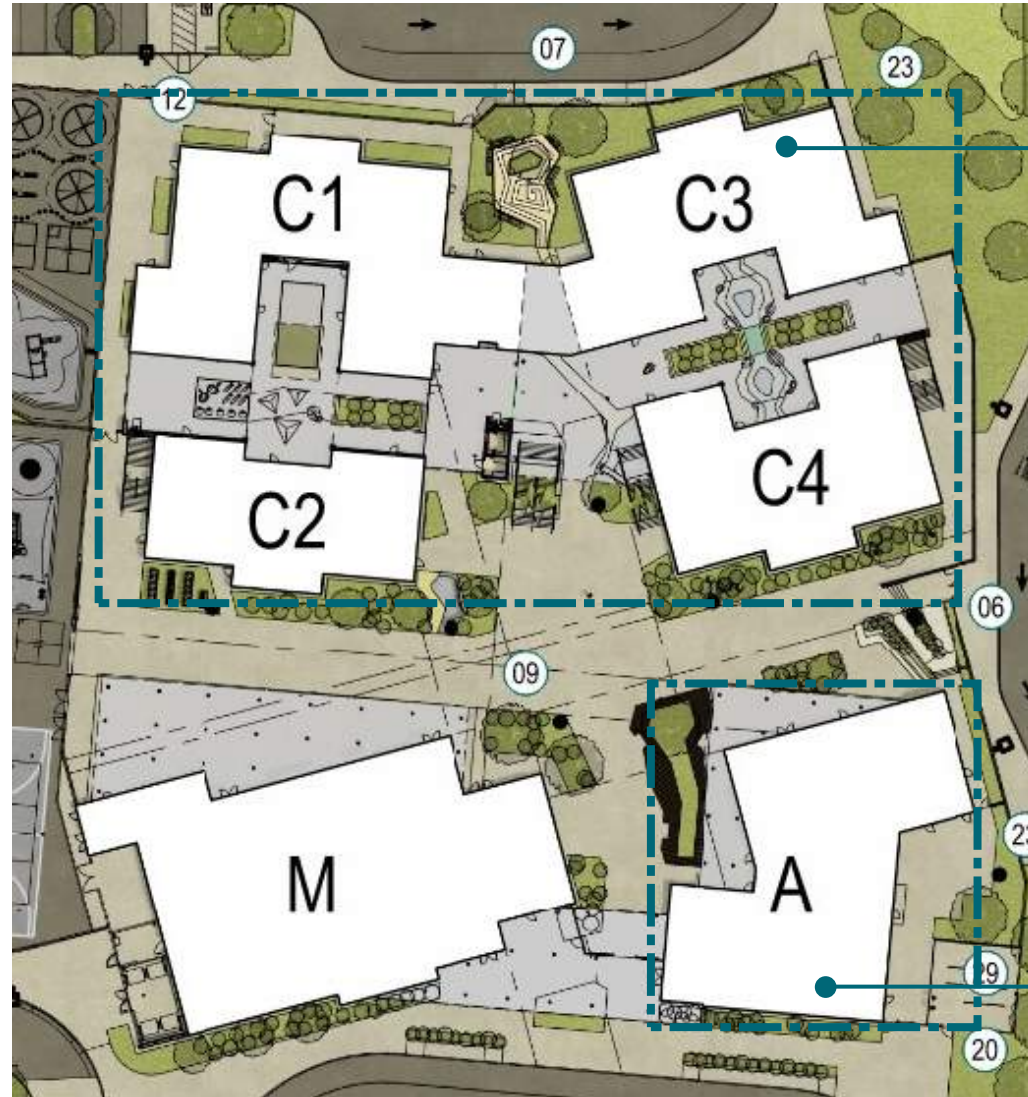
1) All bids require:

- Complete floorplan layouts with your product shown.
- Any deviation from the listed spec must be clearly identified. Any new product must meet size, listed finish options and product warranty.
- Separate line item for labor costs.
- Provide detailed information about your team, including the installation team, and examples of similar projects you have completed within the last five years.

2) Delivery and install:

- Plan for installation June 2025
- No use of blades inside the building. All boxes or packaging must be managed outside.
- Installation team to provide corner guards and floor protection in working areas.

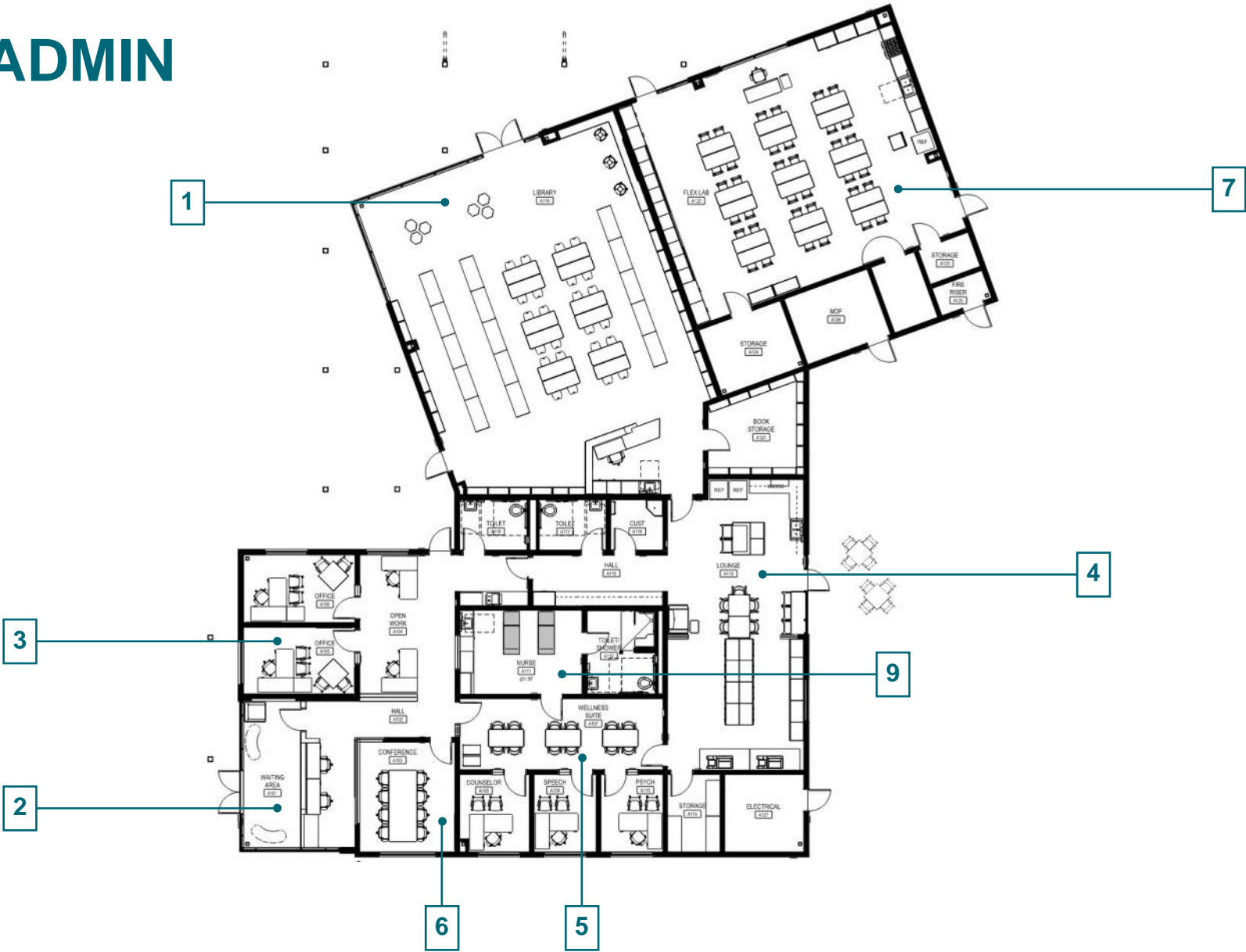
3) In some plans typical furniture is labeled once for graphical purposes only. Please insure the bid reflects the counts shown in the plans.



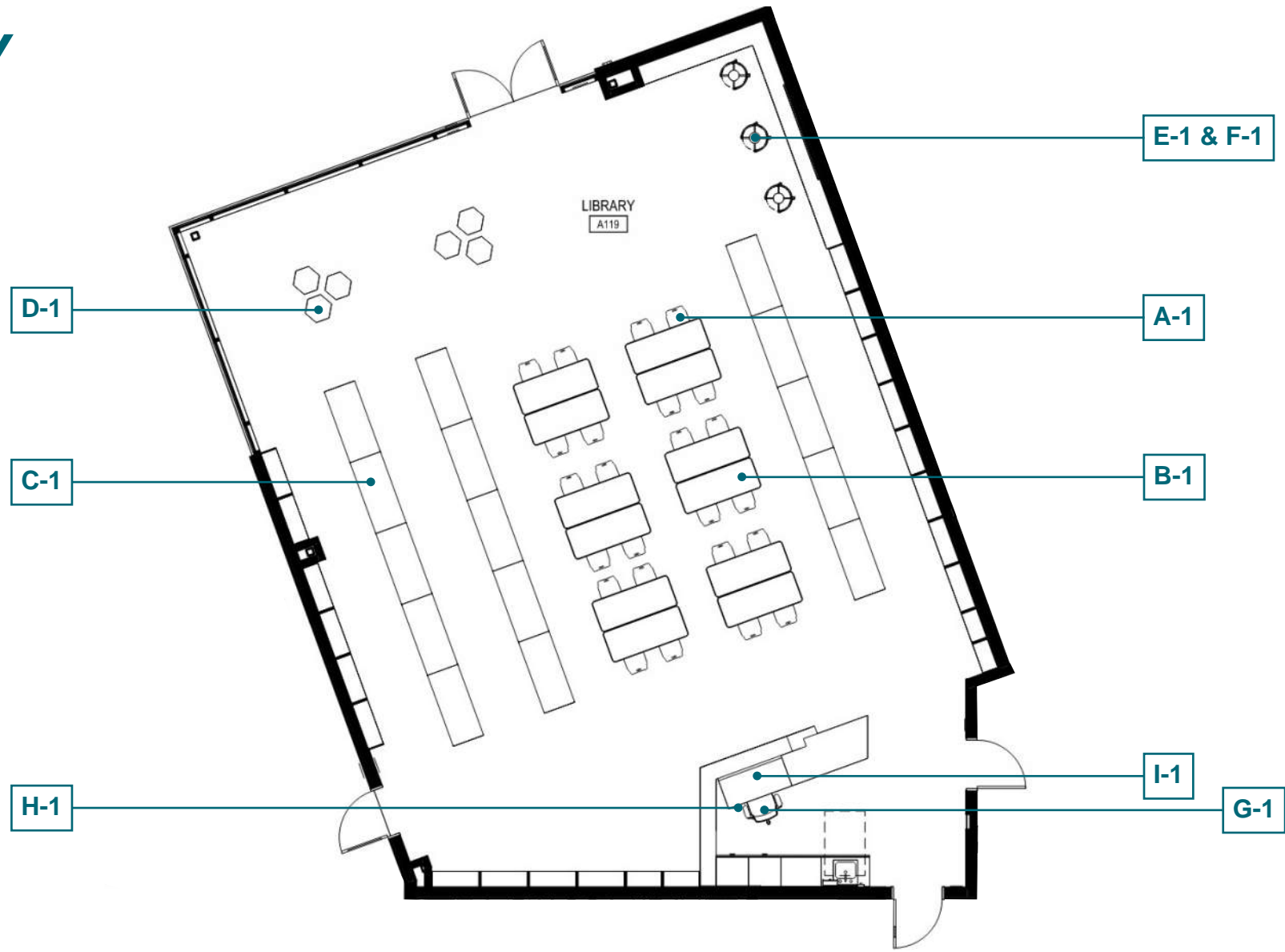
TWO STORY CLASSROOM BUILDINGS

ADMIN - SINGLE STORY BUILDING

OVERALL ADMIN BUILDING



1 LIBRARY



TYPICAL LIBRARY

A - 1



Manufacturer: Fleetwood
Model: Evoke Chair
Model #: ESTCM
Materials & Finishes: 13 standard shell options, and 4 standard paint options.
Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.

Shell size: Medium
Height: 16"

B - 1



Manufacturer: Smith System
Model: Elemental Adjustable Nest & Fold
Model #: NL2460
Materials & Finishes: 15 Surface & edge color options, and 5 leg color options
Warranty: 5 years
Note: Must be height adjustable

24"D x 60"W x 29"-40"H

C - 1



Manufacturer: Mien Environments
Model: KIO Straight Mobile Bookcase
Materials & Finishes: 11 Edgeband options, 115 Laminate options
Warranty: Limited Lifetime Structure, 5 years casters

DOUBLE SIDED: 24"D x 56"W x 42" H

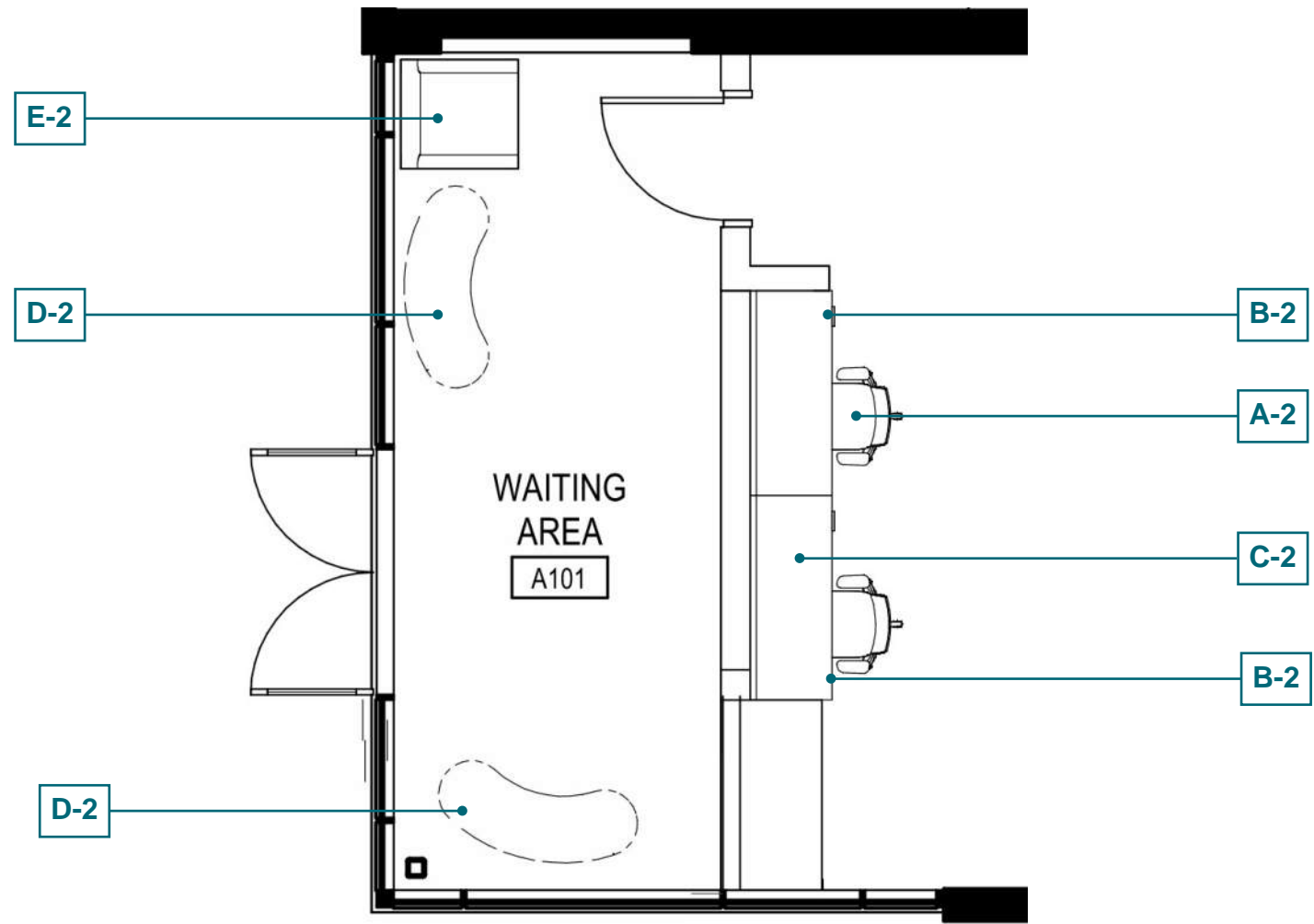
TYPICAL LIBRARY

| D - 1 | E - 1 | F - 1 |
|--|--|---|
|  <p>Manufacturer: KI Model: My Place Jr. Ottomans Hexagon Concealed glides Model #: M18H Materials & Finishes: Option for two medium grade fabrics Warranty: Lifetime</p> <p style="text-align: right;">20.75" W x 18" D x 18" H (Standard)</p> |  <p>Manufacturer: Fomcore Model: Lily Pad Model #: FK007 Materials & Finishes: 13 color family options w/ various middle grade manufacturers and fabric types Warranty: Lifetime</p> <p style="text-align: right;">3" Lily Pad: 18"Dia x 3"H</p> <p style="text-align: right;">6" Lily Pad: 18"Dia x 6"H</p> |  <p>Manufacturer: Fomcore Model: Lily Cart Model #: FK007-CART2 Warranty: Lifetime</p> <p style="text-align: right;">20"Dia x 37"H</p> |

TYPICAL LIBRARY

| G - 1 | H - 1 | I - 1 |
|--|---|---|
|  <p>Manufacturer: Allsteel Model: EVO Task Mesh High Back 4D ASJ Arms Model #: DWW-MHWNO.TI.C. L.2.TI.B.PNS003.TC00 Materials & Finishes: Titanium frame & base, Clay mesh, and Fabseat Grade 2 Appoint Seating — Carbon Warranty: Limited Lifetime</p> <p style="text-align: right;">26"D X 26"W X 38 - 43"H</p> |  <p>Manufacturer: HON Model: Mobile Box/File Pedestal with Cushion top Model #: H15923 Laminate Color: metal color</p> <p style="text-align: right;">15" W x 22 7/8" D x 22" H</p> |  <p>Manufacturer: Workrite Top: Artcobell or Smith Systems Model: Sierra HX 2 Leg Model #: SHEX54-F30-PS-S Frame Color: Platinum Warranty: Limited lifetime Note: Powered Height Adjustable</p> <p style="text-align: right;">24"D x 50" W</p> |

2 WAITING AREA



TYPICAL WAITING AREA

| A - 2 | B - 2 | C - 2 |
|--|---|---|
|  <p>Manufacturer: Allsteel Model: EVO Task Mesh High Back 4D ASJ Arms Model #: DWW-MHWNO.TI.C. L.2.TI.B.PNS003.TC00 Materials & Finishes: Titanium frame & base, Clay mesh, and Fabseat Grade 2 Appoint Seating — Carbon Warranty: Limited Lifetime</p> <p style="text-align: right;">26"D X 26"W X 38 - 43"H</p> |  <p>Manufacturer: HON Model: Mobile Box/File Pedestal with Cushion top Model #: H15923 Laminate Color: metal color</p> <p style="text-align: right;">15" W x 22 7/8" D x 22" H</p> |  <p>Manufacturer: Workrite Top: Artcobell or Smith Systems Model: Sierra HX 2 Leg Model #: SHEX54-F30-PS-S Frame Color: Platinum Warranty: Limited lifetime Note: Powered Height Adjustable</p> <p style="text-align: right;">24"D x 60" W</p> |

TYPICAL WAITING AREA

D - 2



Manufacturer: Smith System
Model: Flowform Bean Bench
Model #: 55003, 55019
Materials & Finishes: 9 Designtex 100% vinyl fabric standard options
Warranty: 5 Years

55003 Large : 24.5" D x 58"W x 18" H
 55019 Large: 24.5" D x 58"W x 15" H

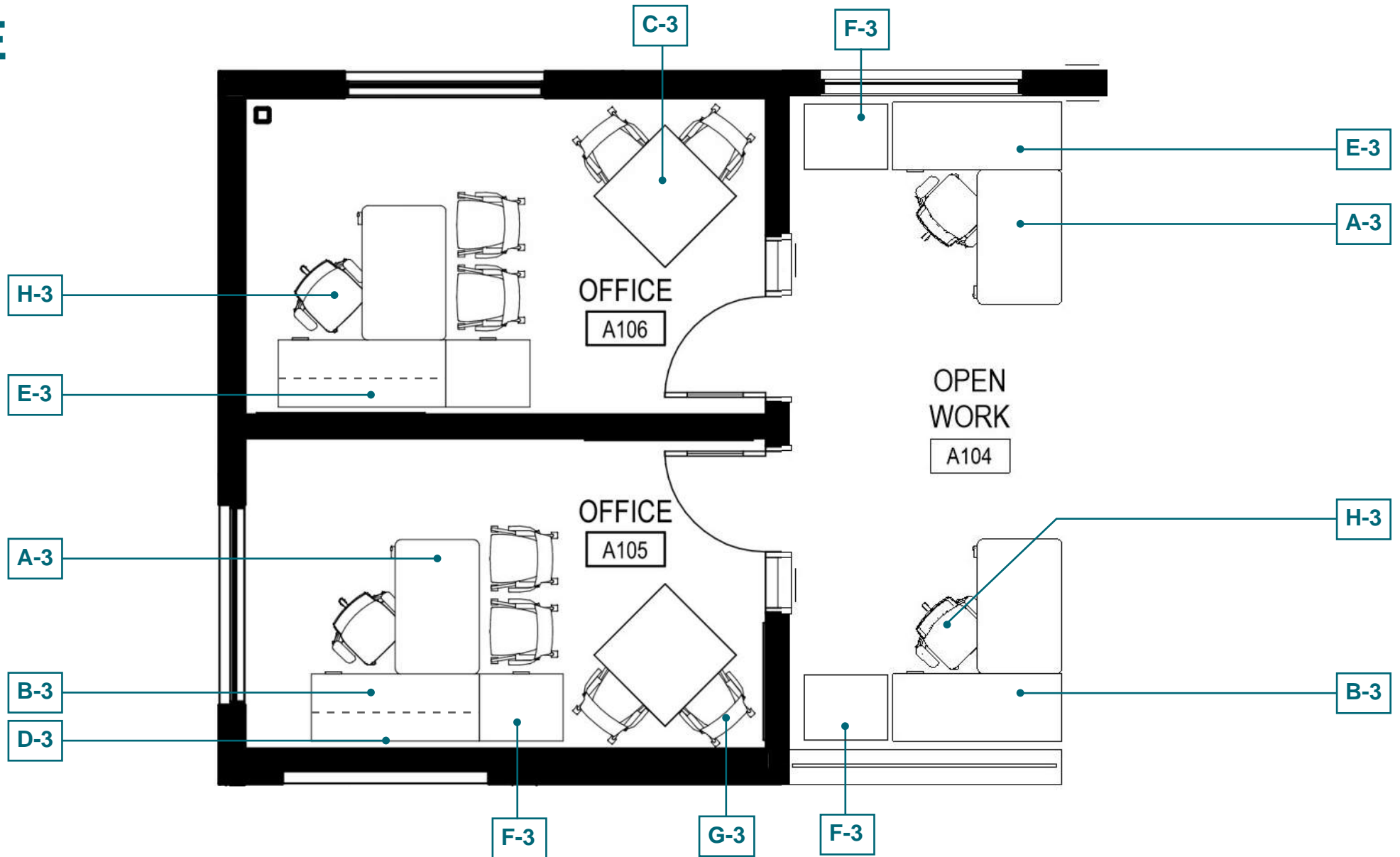
E - 2




Manufacturer: Mien
Model: Chameleon Square Chair
Fabric: Graded vinyl
Warranty: Limited lifetime, 5 year for fabric

28"D x 28"W x 29"H

3 OFFICE



TYPICAL OFFICE

| A - 3 | B - 3 | C - 3 |
|--|---|---|
|  <p>Manufacturer: AMQ Model: Activ Pro 2.0 Model #: ACTIV Laminate Color: 13 laminate colors Finishes: Platinum, White, Black and Merle Warranty: 10 year Note: Powered Height Adjustable</p> <p style="text-align: right;">30"D x 48"W</p> |  <p>Manufacturer: AMQ Model: AMQ Embank Credenza w/ Box, Box, File Materials & Finishes: 13 Laminate options & 2 Ledge Pull options & 15 Designtex Billiard Multi-Use options & 6 Buzz Collection options Warranty: Limited Lifetime, 12 year</p> <p style="text-align: right;">24"D x 66"W x 27 5/16"H & 28 7/16"H</p> |  <p>Manufacturer: AMQ Model: Embank Collaborative Square Table Materials & Finishes: 13 Laminate options & 2 Ledge Pull options Warranty: Limited Lifetime, 12 year</p> <p style="text-align: right;">36" & 45"W x 28.5H</p> |

TYPICAL OFFICE

| D - 3 | E - 3 | F - 3 |
|--|--|---|
|  <p>Manufacturer: AMQ Model: Embank Tackboard Materials & Finishes: 15 Designtex Billiard Multi-Use options & 6 Buzz Collection options Warranty: Limited Lifetime, 12 year</p> <p style="text-align: right;">Widths: 66 & 72"</p> |  <p>Manufacturer: AMQ Model: Embank Hutch Materials & Finishes: 13 Laminate options & 2 Ledge Pull options & 15 Designtex Billiard Multi-Use options & 6 Buzz Collection options Warranty: Limited Lifetime, 12 year</p> <p style="text-align: right;">Widths: 66 & 72"</p> |  <p>Manufacturer: AMQ Model: Embank Lateral File Materials & Finishes: 13 Laminate options & 2 Ledge Pull options Warranty: Limited Lifetime, 12 year</p> <p style="text-align: right;">24"D x 30"W x 27 5/16"H & 28 7/16"H</p> |

TYPICAL OFFICE

G - 3



Manufacturer: AMQ

Model: Tizu Nesting Chair

Materials & Finishes: Mesh or plastic back, soft 2-tone castors & 80 options for removable seat covers. White or Black Frame options

Warranty: 10 year

Legs Dims: 19.25"W x 20.5"D

Seat H from Floor: 19"H

Back H from Floor: 37.5"H

Legs Dims: 19.25"W x 20.5"D

Back Dims: 19"W x 20"H

Seat Dims: 17.75"W x 18.5"D

H - 3



Manufacturer: Allsteel

Model: EVO Task Mesh High Back 4D ASJ Arms

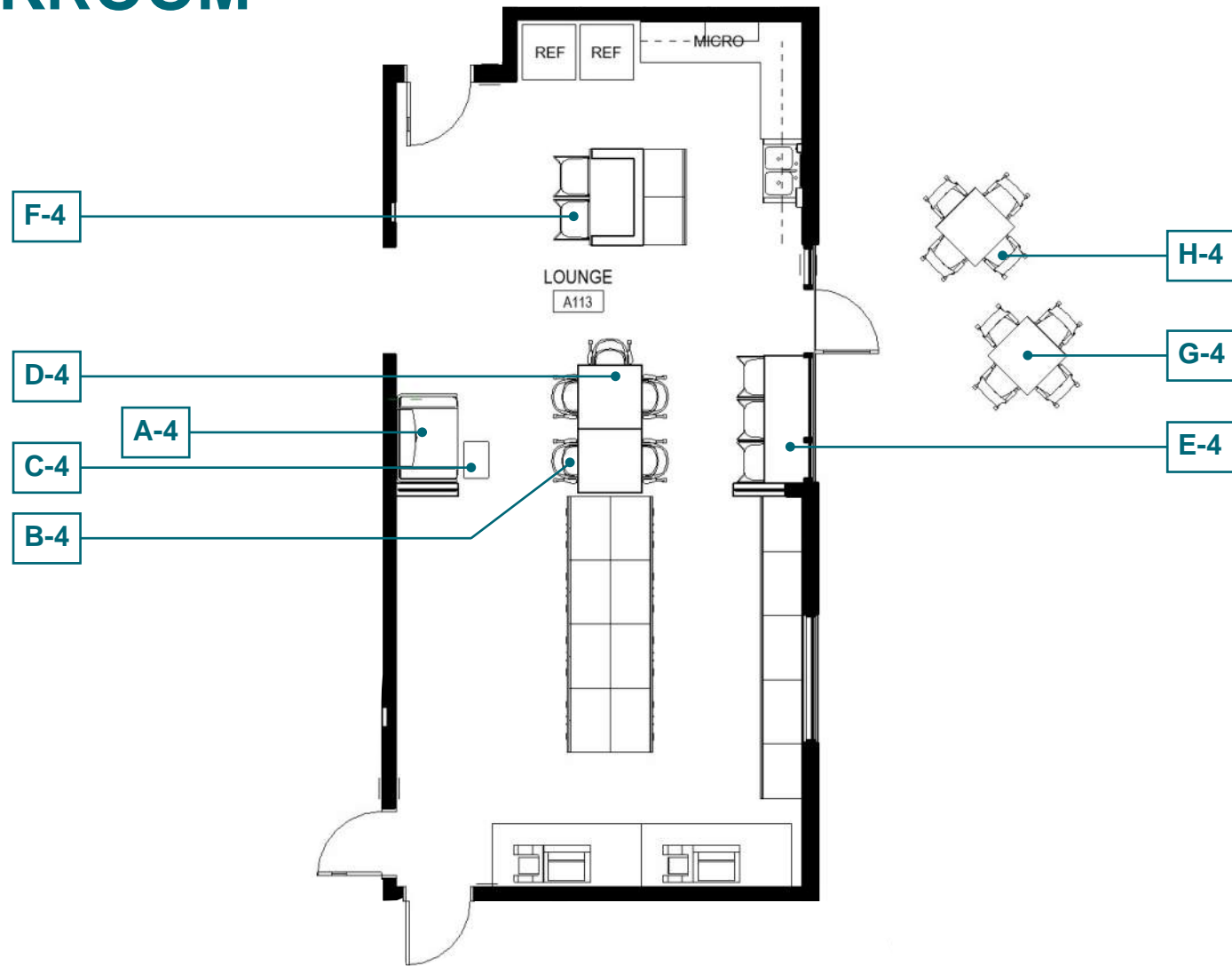
Model #: DWW-MHWNO.TI.C. L.2.TI.B.PNS003.TC00

Materials & Finishes: Titanium frame & base, Clay mesh, and Fabseat Grade 2 Appoint Seating — Carbon




Warranty: Limited Lifetime

26"D X 26"W X 38 - 43"H

4 ADMIN BREAKROOM



ADMIN BREAK ROOM

| A - 4 | B - 4 | C - 4 |
|--|--|---|
|  <p>Manufacturer: Steelcase (Coalesse) Model: 1-Seat Lounge Lagunitas Lounge System Model #: COLAGLH13 Materials & Finishes: Upholstered or knit screens Fabric or leather seats Warranty: Limited Lifetime</p> <p style="text-align: right;">34"D x 46 7/8"W x 50"H (High back screen)</p> |  <p>Manufacturer: AMQ Model: Bixby Materials & Finishes: 4 frame colors, 8 interchangeable plastic seat/back colors. Seat and back cushion available in 11 fabric colors Warranty: 10 Years</p> <p style="text-align: right;">Seat Dims: 17.5"W x 18.25"D Back Dims: 19"W x 17.5"H Legs Dims: 22"W x 19"D Seat Height from Floor: 18"</p> |  <p>Manufacturer: Hightower Model: Kona Laptop Table Model #: KN3880 Materials & Finishes: Powder coat metal, wood top, and soft touch laminate color options Warranty: 10 Year</p> <p style="text-align: right;">14"D x 21"W x 26"H</p> |

ADMIN BREAK ROOM

| D - 4 | E - 4 | F - 4 |
|---|---|--|
|  <p>Manufacturer: AMQ Model: Embank Collaborative Square Table Materials & Finishes: 13 Laminate options & 2 Ledge Pull options Warranty: Limited Lifetime, 12 year</p> <p style="text-align: right;">36" & 45"W x 28.5H</p> |  <p>Manufacturer: Steelcase Model: Turnstone Campfire Big Table 40" Half Depth Model #: TS4TLH40 Materials & Finishes: HPL, LPL & Wood Veneers Warranty: Lifetime</p> <p style="text-align: right;">96" W x 24" D x 40"H</p> |  <p>Manufacturer: Steelcase Model: Turnstone Scoop Stool Model #: TS30701 Materials: Steel Wire Frame, Plastic & Upholstered seat. Warranty: Lifetime</p> <p style="text-align: right;">23" W x 20.25" D x 33"H</p> |

ADMIN BREAK ROOM

G - 4



Manufacturer: Steelcase
Model: EMU Round Square Table
Model #: CO2473
Warranty: 2 Year
Note: Staff Outdoor Furniture

31.5"W x 31.5"D x 29.5"H

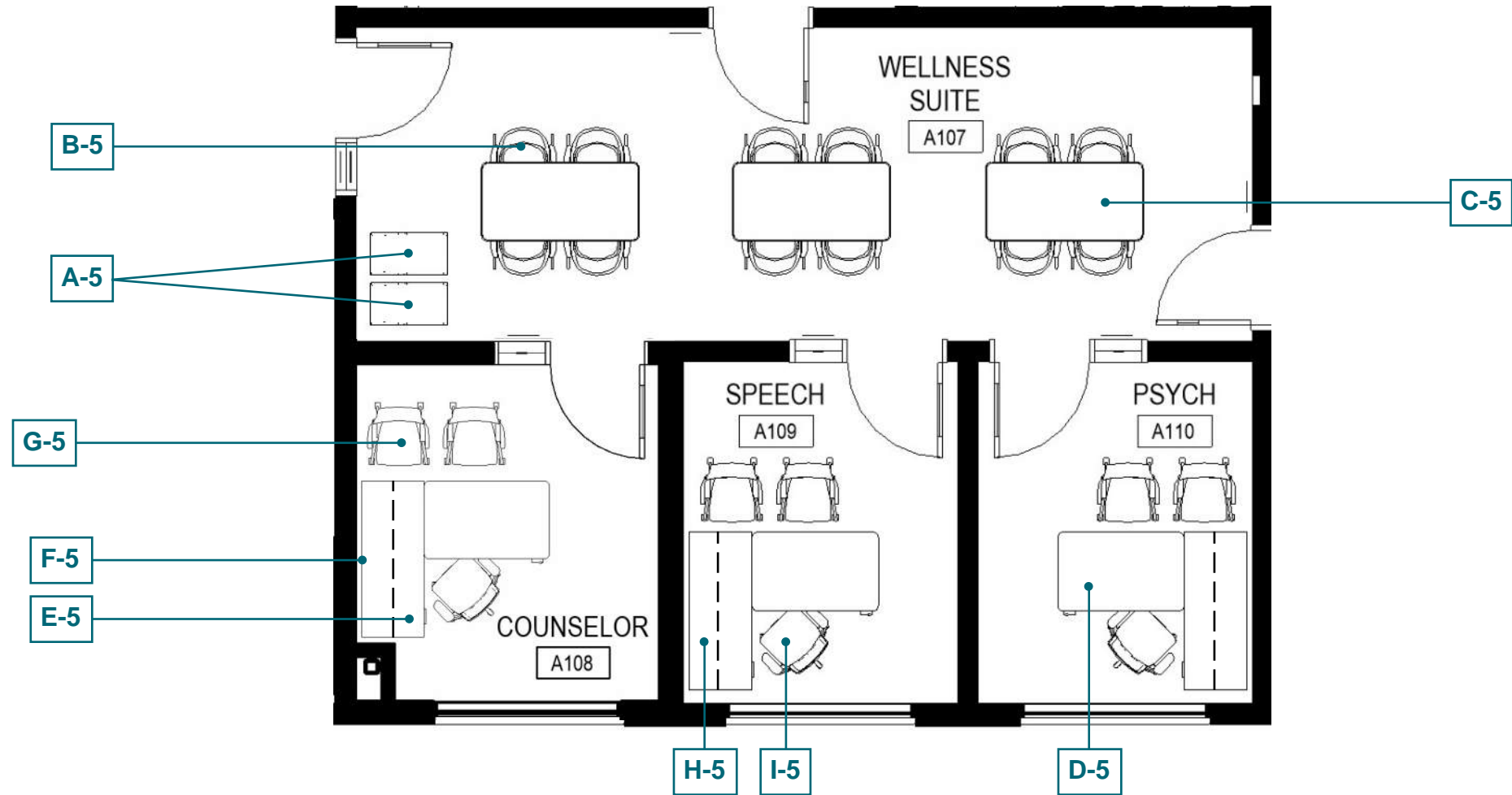
H - 4






Manufacturer: Steelcase
Model: EMU Round Outdoor Chair 4-Pack
Model #: CO2465
Materials & Finishes: Outdoor grade powder coat finish in diverse EMU color palette
Warranty: 2 year
Note: Staff Outdoor Furniture

24.75"W x 23.25"D x 32"H




5 WELLNESS SUITE, COUNSELOR, SPEECH AND PSYCH OFFICES



TYPICAL WELLNESS

| A - 5 | B - 5 | C - 5 |
|--|---|---|
|  <p>Manufacturer: Fomcore Model #: F122 Warranty: Lifetime</p> <p>20"L x 32.5"W x 47"H (XL, 14" Seat Height)</p> |  <p>Manufacturer: AMQ Model: AMQ Bixby Materials & Finishes: 4 frame colors, 8 interchangeable plastic seat/back colors. Seat and back cushion available in 11 fabric colors Warranty: 10 Years</p> <p>Seat Dims: 17.5"W x 18.25"D Back Dims: 19"W x 17.5"H Legs Dims: 22"W x 19"D Seat Height from Floor: 18"</p> |  <p>Manufacturer: Smith System Model: Elemental Adjustable Nest & Fold Model #: NL2460 Materials & Finishes: 15 Surface & edge color options, and 5 leg color options Warranty: 5 years Note: Must be height adjustable 24"D x 60"W x 29"-40"H</p> |

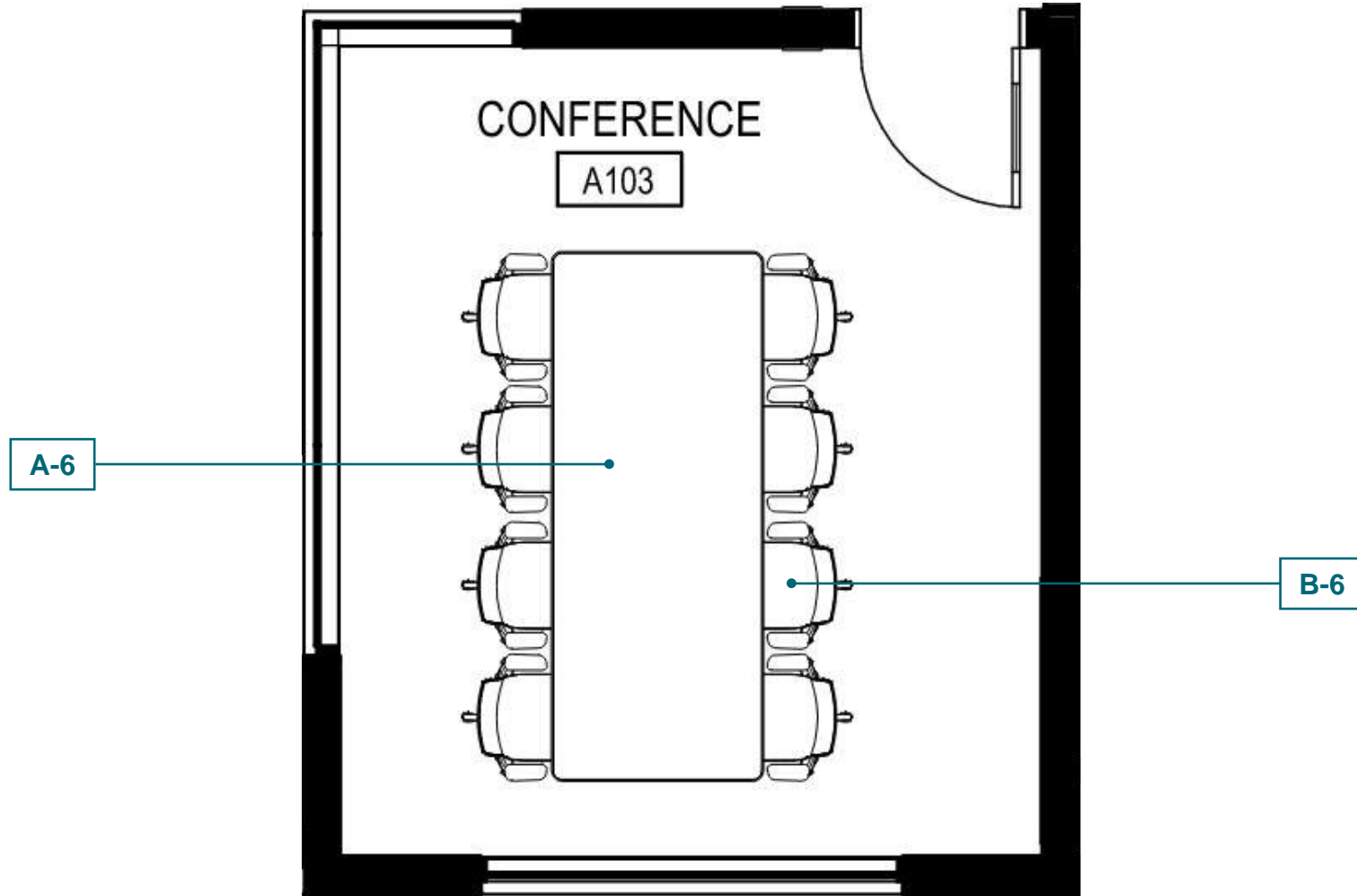
TYPICAL COUNSLER, SPEECH & PSYCH

| D - 5 | E - 5 | F - 5 |
|--|---|---|
|  <p>Manufacturer: AMQ Model: Activ Pro 2.0 Model #: ACTIV Laminate Color: 13 laminate colors Finishes: Platinum, White, Black and Merle Warranty: 10 year Note: Powered Height Adjustable</p> <p style="text-align: right;">30"D x 48"W</p> |  <p>Manufacturer: AMQ Model: AMQ Embank Credenza w/ Box, Box, File Materials & Finishes: 13 Laminate options & 2 Ledge Pull options & 15 Designtex Billiard Multi-Use options & 6 Buzz Collection options Warranty: Limited Lifetime, 12 year</p> <p style="text-align: right;">24"D x 66"W x 27 5/16"H & 28 7/16"H</p> |  <p>Manufacturer: AMQ Model: Embank Tackboard Materials & Finishes: 15 Designtex Billiard Multi-Use options & 6 Buzz Collection options Warranty: Limited Lifetime, 12 year</p> <p style="text-align: right;">Widths: 66 & 72"</p> |

TYPICAL COUNSLER, SPEECH & PSYCH

| G - 5 | H - 5 | I - 5 |
|---|--|---|
|  <p>Manufacturer: AMQ Model: Tizu Nesting Chair Materials & Finishes: Mesh or plastic back, soft 2-tone castors & 80 options for removable seat covers. White or Black Frame options Warranty: 10 year</p> <p>Legs Dims: 19.25"W x 20.5"D Seat H from Floor: 19"H Back H from Floor: 37.5"H Legs Dims: 19.25"W x 20.5"D Back Dims: 19"W x 20"H Seat Dims: 17.75"W x 18.5"D</p> |  <p>Manufacturer: AMQ Model: Embank Hutch Materials & Finishes: 13 Laminate options & 2 Ledge Pull options & 15 Designtex Billiard Multi-Use options & 6 Buzz Collection options Warranty: Limited Lifetime, 12 year</p> <p>Widths: 66 & 72"</p> |  <p>Manufacturer: Allsteel Model: EVO Task Mesh High Back 4D ASJ Arms Model #: DWW-MHWNO.TI.C. L.2.TI.B.PNS003.TC00 Materials & Finishes: Titanium frame & base, Clay mesh, and Fabseat Grade 2 Appoint Seating — Carbon Warranty: Limited Lifetime</p> <p>26"D X 26"W X 38 - 43"H</p> |

6 CONFERENCE



TYPICAL CONFERENCE ROOM

A - 6



Manufacturer: Friant

Model: Mesa Conference Table

Model #: MTB-RE-48120

Materials & Finishes: 29 laminate and veneer medium grade options, 10 edge style options, and 3 metal options

Warranty: Limited Lifetime

4'D x 10'L x Adj Height

B - 6



Manufacturer: Allsteel

Model: EVO Task Mesh High Back 4D ASJ Arms

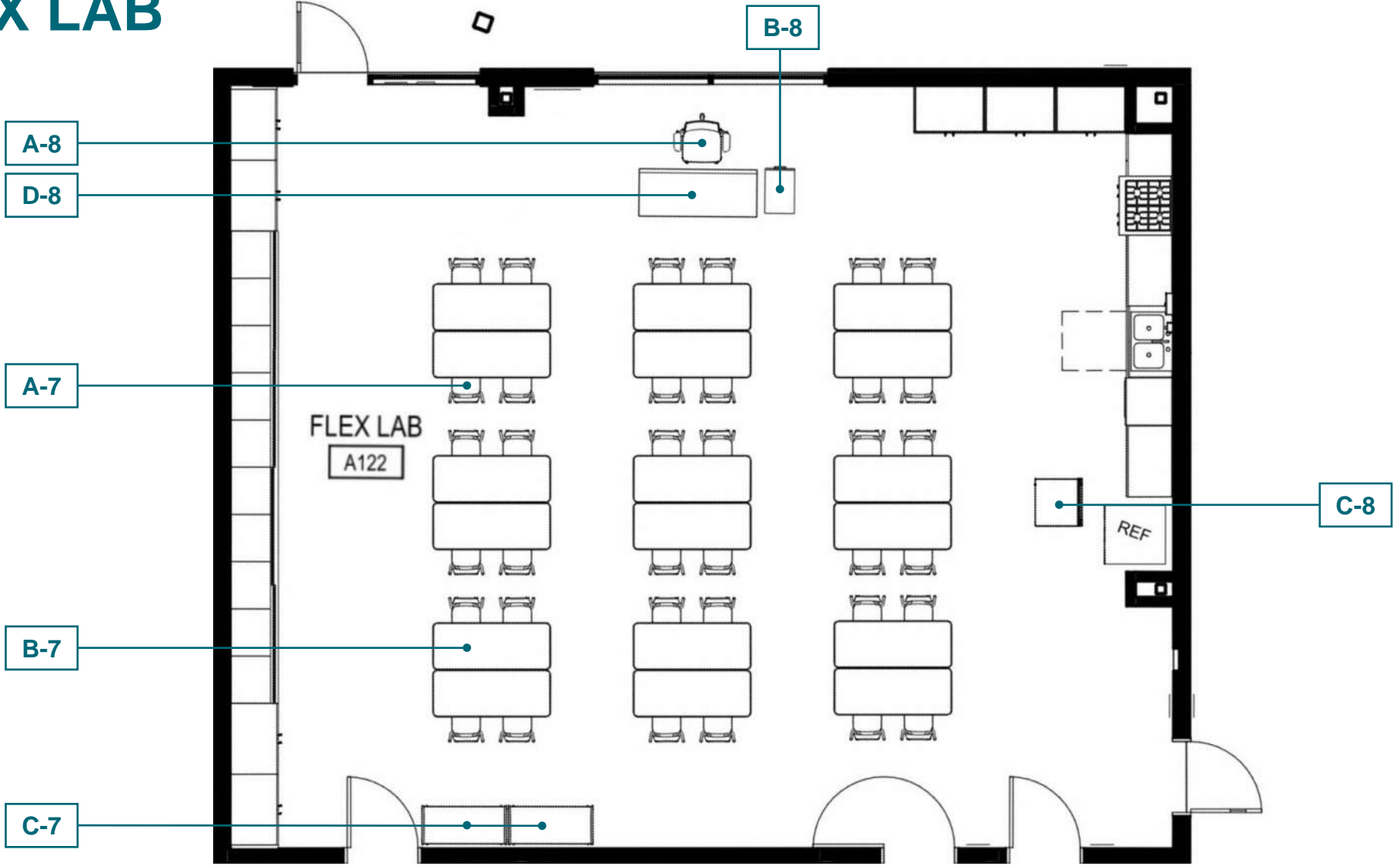
Model #: DWW-MHWNO.TI.C. L.2.TI.B.PNS003.TC00

Materials & Finishes: Titanium frame & base, Clay mesh, and Fabseat Grade 2 Appoint Seating — Carbon




Warranty: Limited Lifetime

26" D X 26" W X 38 - 43" H

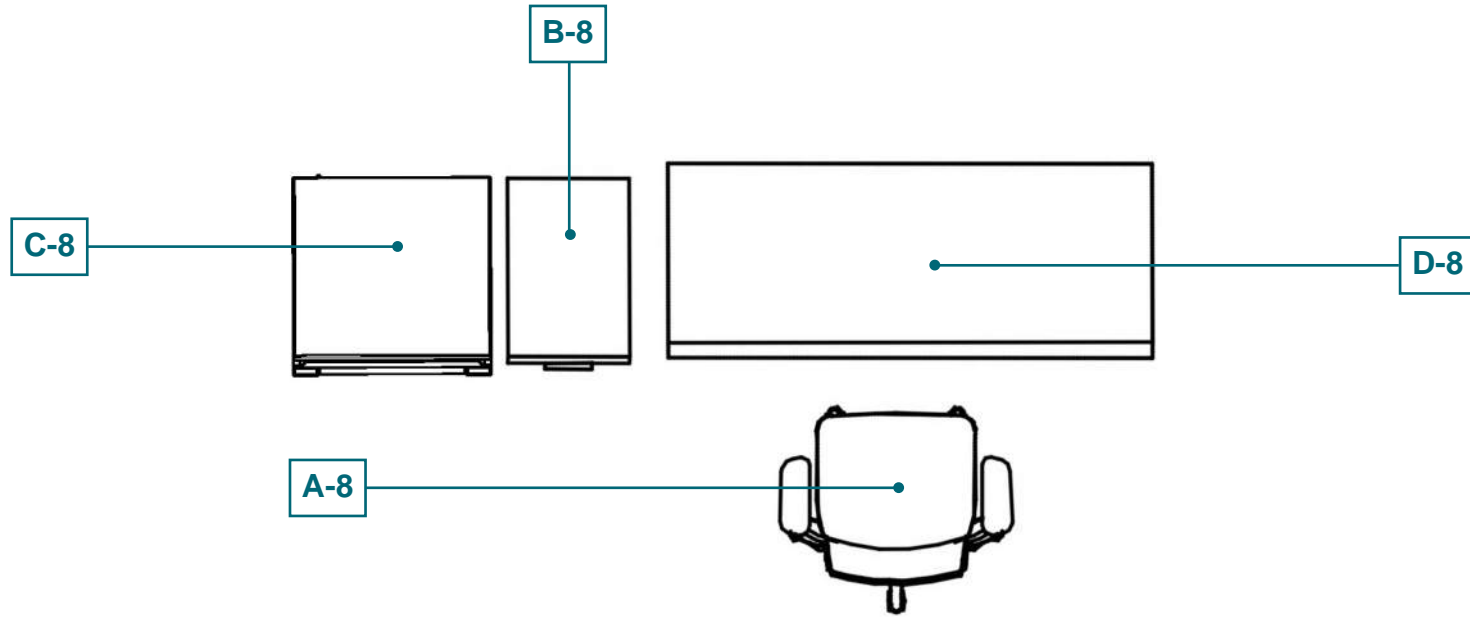
7 FLEX LAB



TYPICAL FLEX LAB

| A - 7 | B - 7 | C - 7 |
|--|--|--|
|  <p>Manufacturer: Fleetwood Model: Evoke Chair Model #: ESTCM Materials & Finishes: 13 standard shell options, and 4 standard paint options. Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.</p> <p>Shell size: small, medium, large Height: 16"</p> |  <p>Manufacturer: Smith System Model: Elemental Adjustable Nest & Fold Model #: NL2460 Materials & Finishes: 15 Surface & edge color options, and 5 leg color options Warranty: 5 years Note: Must be height adjustable</p> <p>24"D x 60"W x 29"-40"H</p> |  <p>Manufacturer: Smith System Model: Cascade Mega Tower w/ Totes & Shelves Model #: 912012000P Materials: 19 standard end panel color options Frame Color: Platinum Warranty: Lifetime</p> <p>19"D x 43"W x 61.4"H</p> |

8 TEACHER FURNITURE



TYPICAL TEACHER FURNITURE

A - 8



Manufacturer: Allsteel

Model: EVO Task Mesh High Back 4D ASJ Arms

Model #: DWW-MHWNO.TI.C. L.2.TI.B.PNS003.TC00

Materials & Finishes: Titanium frame & base, Clay mesh, and Fabseat Grade 2 Appoint Seating — Carbon

Warranty: Limited Lifetime

26"D X 26"W X 38 - 43"H

B - 8



Manufacturer: HON

Model: Mobile Box/File Pedestal with Cushion top

Model #: H15923

Laminate Color: metal color

15" W x 22 7/8" D x 22" H

TYPICAL TEACHER FURNITURE

C - 8



Manufacturer: Smith Systems
Model: Motum Mobile Lectern #58040PLT
 Mobile Lectern, Right-hand
Laminate Surface: Match with Teacher Desk
Frame Color: Platinum
Warranty: Lifetime

24"D x 24"W x 30-44"H

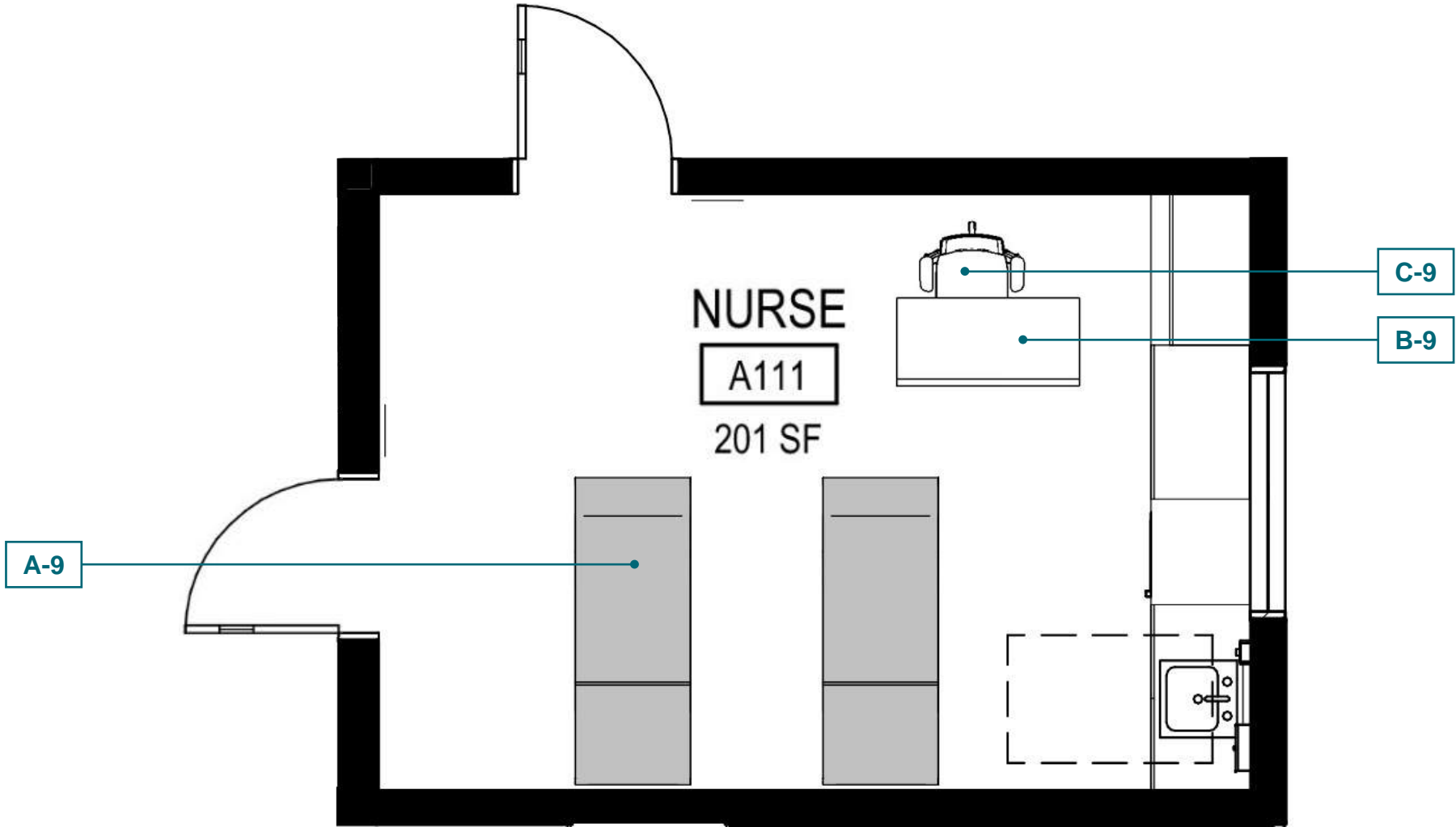
D - 8



Manufacturer: Workrite
Top: Artcobell or Smith Systems
Model: Sierra HX 2 Leg
Model #: SHEX54-F30-PS-S
Frame Color: Platinum
Warranty: Limited lifetime
Note: Powered Height Adjustable

30"D x 60" W

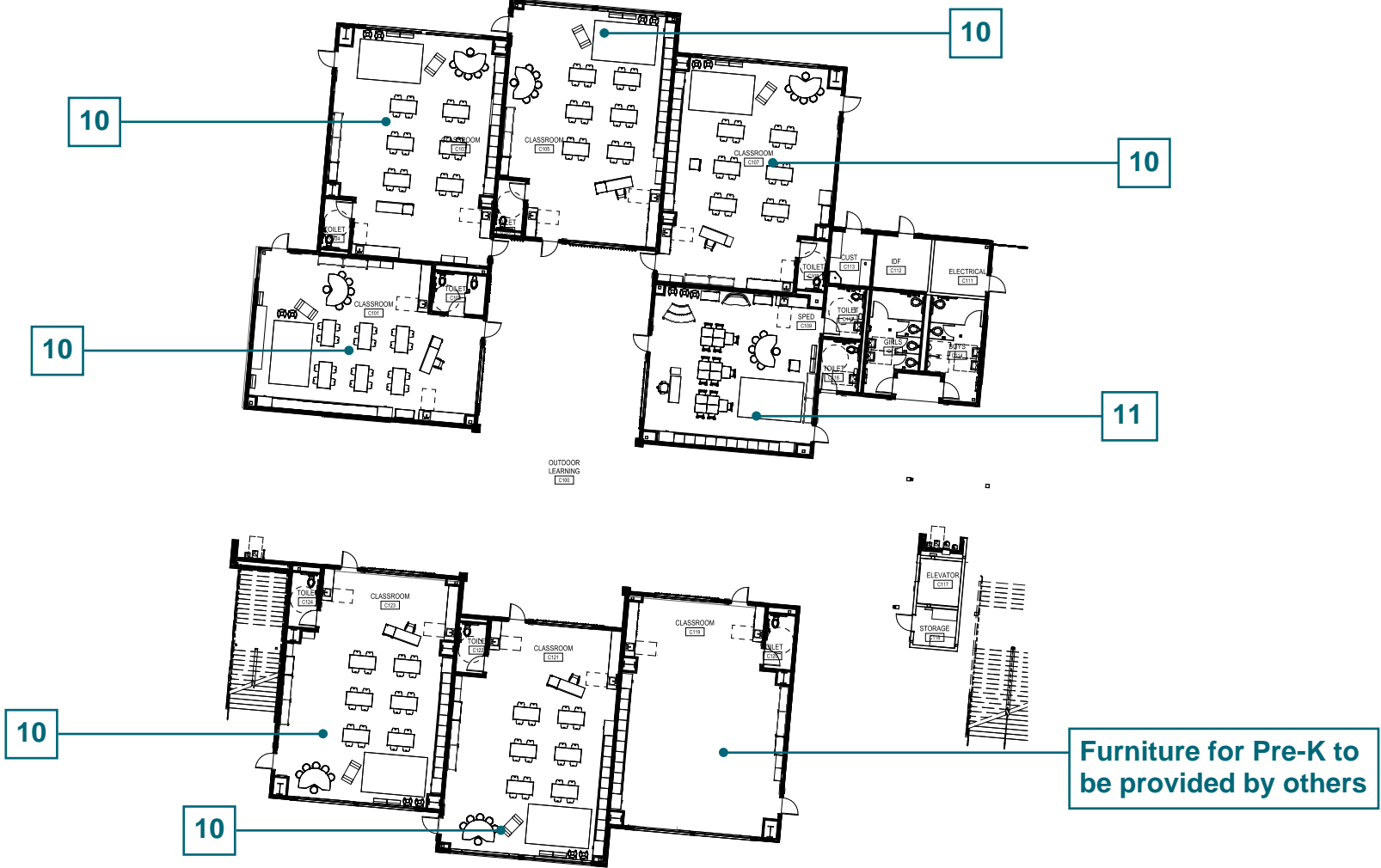
9 NURSE



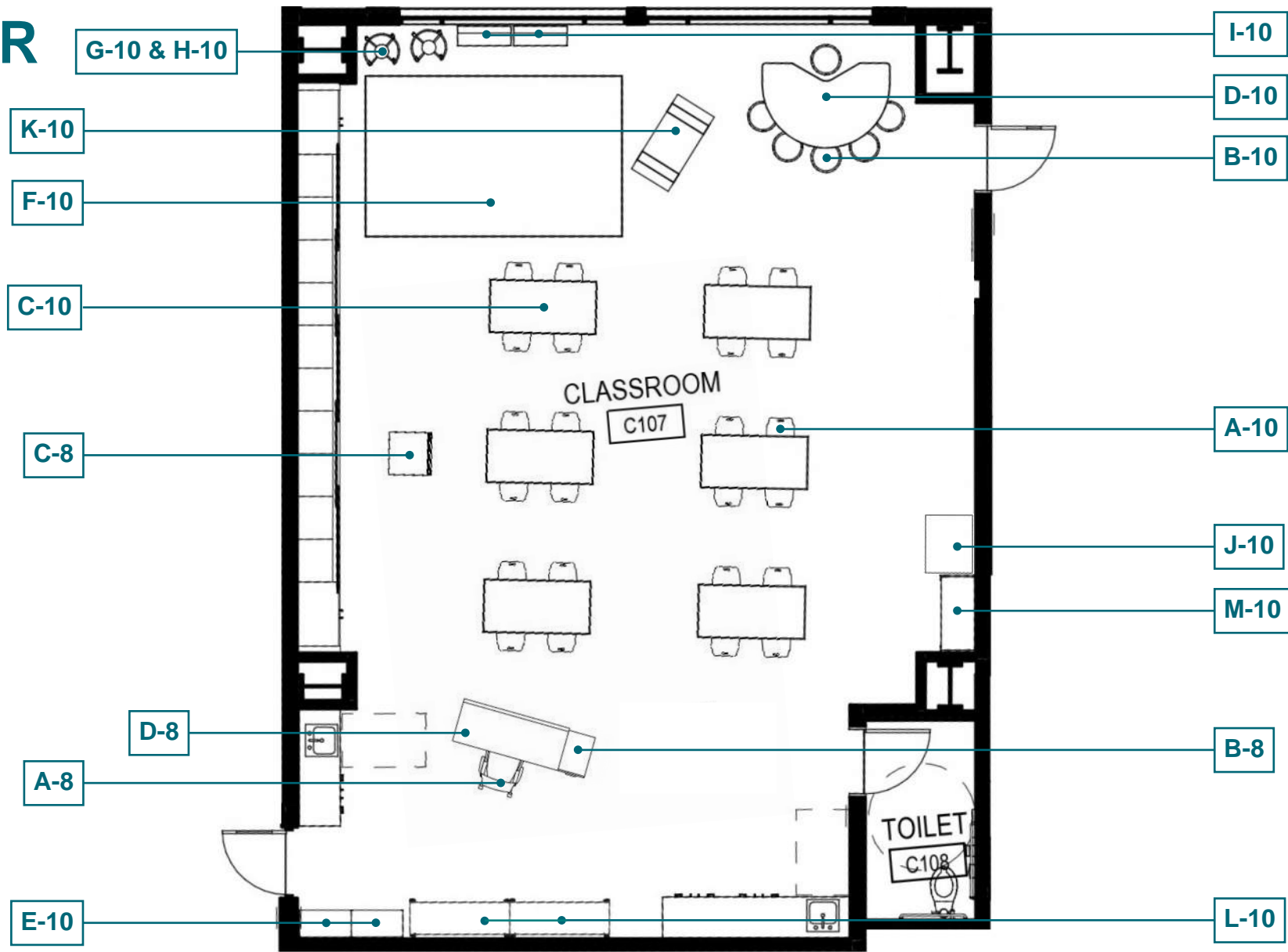
TYPICAL NURSE

| A - 9 | B - 9 | C - 9 |
|---|---|--|
|  <p>Manufacturer: School Nurse Supply Model: Fixed Headrest Couch Model #: 31250 Materials & Finishes: 24 standard upholstery color options w/ - Chrome-Plated Steel Legs Warranty: 1 year</p> <p style="text-align: right;">72"L x 27"W x 22"H</p> |  <p>Manufacturer: Workrite Top: Artcobell or Smith Systems Model: Sierra HX 2 Leg Model #: SHEX54-F30-PS-S Frame Color: Platinum Warranty: Limited lifetime Note: Powered Height Adjustable</p> <p style="text-align: right;">24"D x 50" W</p> |  <p>Manufacturer: Allsteel Model: EVO Task Mesh High Back 4D ASJ Arms Model #: DWW-MHWNO.TI.C. L.2.TI.B.PNS003.TC00 Materials & Finishes: Titanium frame & base, Clay mesh, and Fabseat Grade 2 Appoint Seating — Carbon Warranty: Limited Lifetime</p> <p style="text-align: right;">26"D X 26"W X 38 - 43"H</p> |

OVERALL TK/KINDER CLASSROOMS



10 TK/KINDER



TYPICAL TK/KINDER

A - 10



Manufacturer: Fleetwood
Model: Evoke Chair
Model #: ESTCM
Materials & Finishes: 13 standard shell options, and 4 standard paint options.
Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.

Shell size: Small
Height: 12"

B - 10

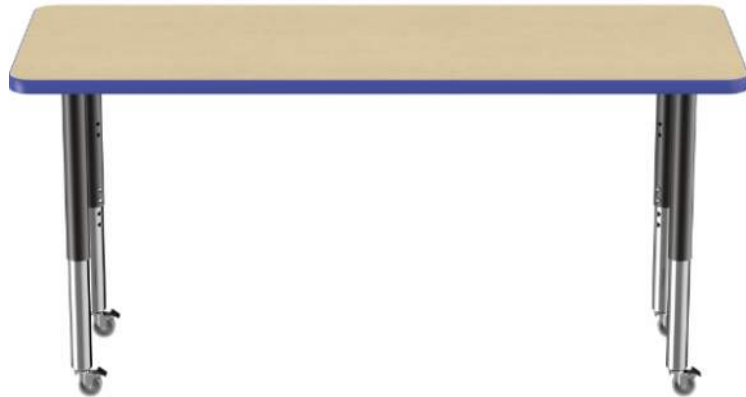


Manufacturer: Smith System
Model: Oodle Stool with Optional Cushioned Top. Oodle 2 Stool Sections + 1 Rocker Base
Model #: OODLE31
Materials & Finishes:
Shell Color: Varies by Site
Warranty: 12 year

Single : 14" D x 6.5" W x 15" H

TYPICAL TK/KINDER

C - 10



Manufacturer: Dealer to provide
Model: TBD
Model #: TBD
Materials & Finishes: Many Surface & edge color options, and leg color options
Warranty: 5 years
Note: Must be height adjustable and on lockable casters

24"D x 60"W x 15"-26"H

D - 10



Manufacturer: Smith Systems
Model: Elemental Half-moon Table
Model #: ELHAMO
Materials & Finishes: 15 Surface & 16 edge color options, and 6 leg color options
Warranty: Lifetime on frame, 12 years on top and casters

Size: 36"D x 72"W. **Height Options:**
 EA Adjustable Height: 19" - 33" H (on glides)

E - 10



Manufacturer: Jonti Craft
Model: 15 Cubbie Tray Mobile Unit
Model #: 06480JC
Materials & Finishes: Standard bin colors are red, blue, yellow, green, orange, and clear.
Warranty: Lifetime

35.50" H x 29.00" W x 15.00" D

TYPICAL TK/KINDER

| F - 10 | G - 10 | H - 10 |
|---|--|---|
|  <p>Manufacturer: Fun with Phonics Model #: 9614 Materials & Finishes: Commercial Cut Pile Carpet - 100% Continuous Filament Type 6 & 6/6 Nylon Warranty: Lifetime Limited Abrasive Wear Warranty Kit of 26: 160"W x 100"D</p> |  <p>Manufacturer: Fomcore Model: Lily Pad Model #: FK007 Materials & Finishes: 13 color family options w/ various middle grade manufacturers and fabric types Warranty: Lifetime</p> |  <p>Manufacturer: Fomcore Model: Lily Cart Model #: FK007-CART2 Warranty: Lifetime</p> <p style="text-align: right;">20"Dia x 37"H</p> |

TYPICAL TK/KINDER

| I - 10 | J - 10 | K - 10 |
|---|--|--|
|  <p>Manufacturer: Jonti Craft Model: Flushback Extra Wide Pick-A-Book Stand Model #: 3517JC Warranty: Lifetime</p> <p style="text-align: right;">27.50" H x 36.00" W x 13.50" D</p> |  <p>Manufacturer: Copernicus Educational Products Inc. Model: Basic Reading Writing Center with Vibrant Tubs Model #: 2103019 Materials & Finishes: Metal/Plastic. Magenta, lime, aqua, and yellow tubs Warranty: Lifetime</p> <p style="text-align: right;">33"W x 27"D x 59"H</p> |  <p>Manufacturer: Demco Model: Demco ColorScape Playpod House Model #: W13704630 Materials & Finishes: Maple & Natural Oak wood species options, and 4 laminate/vinyl options</p> <p style="text-align: right;">67"H x 50"W x 24-1/4"D</p> |

TYPICAL TK/KINDER

L - 10



Manufacturer: Mien Environments
Model: KIO Straight Mobile Bookcase
Materials & Finishes: 11 Edgeband options, 115 Laminate options
Warranty: Limited Lifetime Structure, 5 years casters

DOUBLE SIDED: 24"D x 56"W x 42" H

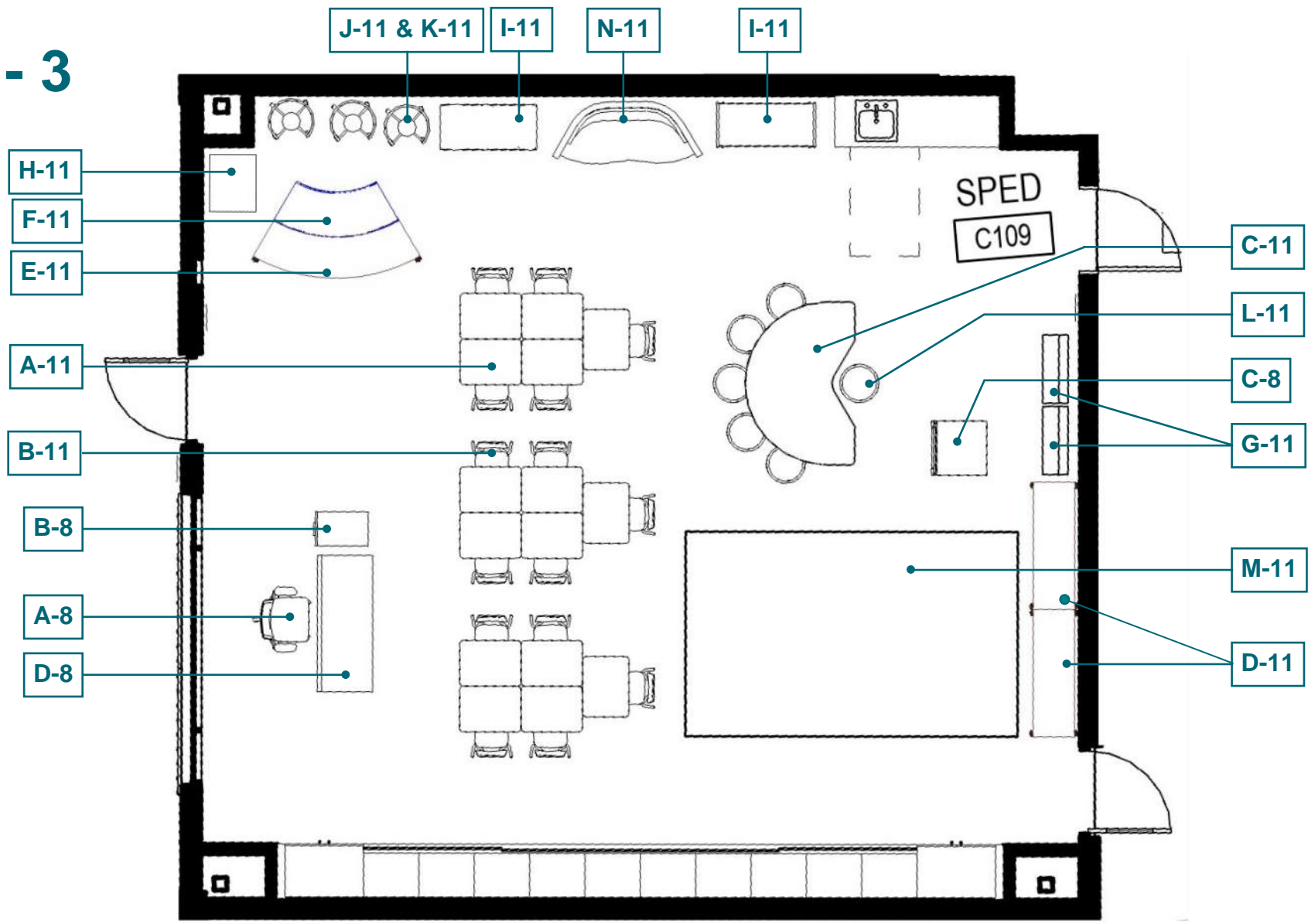
M - 10






Manufacturer: Smith System
Model: Cascade Mega-Cabinet w/ (24) 3-inch totes
Model #: 610024000P
Materials & Finishes: 7 standard end panel color options
Frame Color: Platinum
Warranty: Lifetime

19"D x 42-3/8"W x 43-5/16"H

11 SPED 1 - 3



TYPICAL SPED 1 - 3

| A - 11 | B - 11 | C - 11 |
|---|--|---|
|  <p>Manufacturer: Smith Systems Model: Silhouette Student Desk #01670 include steel bookbox (17190) Warranty: Lifetime</p> <p style="text-align: right;">24"D x 27"W x 24-34"H</p> |  <p>Manufacturer: Fleetwood Model: Evoke Chair Model #: ESTCM Materials & Finishes: 13 standard shell options, and 4 standard paint options. Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.</p> <p style="text-align: right;">Shell size: Small Height: 14"</p> |  <p>Manufacturer: Smith Systems Model: Elemental Half-moon Table Model #: ELHAMO Materials & Finishes: 15 Surface & 16 edge color options, and 6 leg color options Warranty: Lifetime on frame, 12 years on top and casters</p> <p style="text-align: right;">Size: 36"D x 72"W. Height Options: EA Adjustable Height: 19" - 33" H (on glides)</p> |

TYPICAL SPED 1 - 3

| D - 11 | E - 11 | F - 11 |
|---|--|---|
|  <p>Manufacturer: Mien Environments Model: KIO Straight Mobile Bookcase Materials & Finishes: 11 Edgeband options, 115 Laminate options Warranty: Limited Lifetime Structure, 5 years casters</p> <p>DOUBLE SIDED: 24"D x 56"W x 42" H</p> |  <p>Manufacturer: Mien Model: KIO 60 ° Curved Mobile Bookcase Materials & Finishes: 11 Edgeband options, 115 Laminate options Warranty: Limited Lifetime Structure, 5 years casters</p> <p>60 Radius x 18"D x 36" & 42"H x 72.4"W</p> |  <p>Manufacturer: Mien Model: FLEX Lite Class Curved Bench Materials & Finishes: Padding Grade 1770 foam body w/ low melt polyester overlay. Vinyl middle grade upholstery. Warranty: Limited lifetime, 3 year</p> <p>28"W x 36"D x 15" & 18"H</p> |

TYPICAL SPED 1 - 3

| G - 11 | H - 11 | I - 11 |
|---|---|--|
|  <p>Manufacturer: Jonti Craft Model: Flushback Extra Wide Pick-A-Book Stand Model #: 3517JC Warranty: Lifetime</p> <p style="text-align: right;">27.50" H x 36.00" W x 13.50" D</p> |  <p>Manufacturer: Copernicus Educational Products Inc. Model: Copernicus Basic Reading Writing Center with Vibrant Tubs Model #: 2103019 Materials & Finishes: Metal/Plastic. Magenta, lime, aqua, and yellow tubs Warranty: Lifetime</p> <p style="text-align: right;">33"W x 27"D x 59"H</p> |  <p>Manufacturer: Jonti Craft Model: 15 Cubbie Tray Mobile Unit Model #: 06480JC Materials & Finishes: Standard bin colors are red, blue, yellow, green, orange, and clear. Warranty: Lifetime</p> <p style="text-align: right;">35.50" H x 29.00" W x 15.00" D</p> |

TYPICAL SPED 1 - 3

J - 11



Manufacturer: Fomcore

Model: Lily Pad

Model #: FK007

Materials & Finishes: 13 color family options w/
various middle grade manufacturers and fabric types

Warranty: Lifetime

3" Lily Pad:
18"Dia x 3"H

6" Lily Pad:
18"Dia x 6"H

K - 11



Manufacturer: Fomcore



Model: Lily Cart

Model #: FK007-CART2

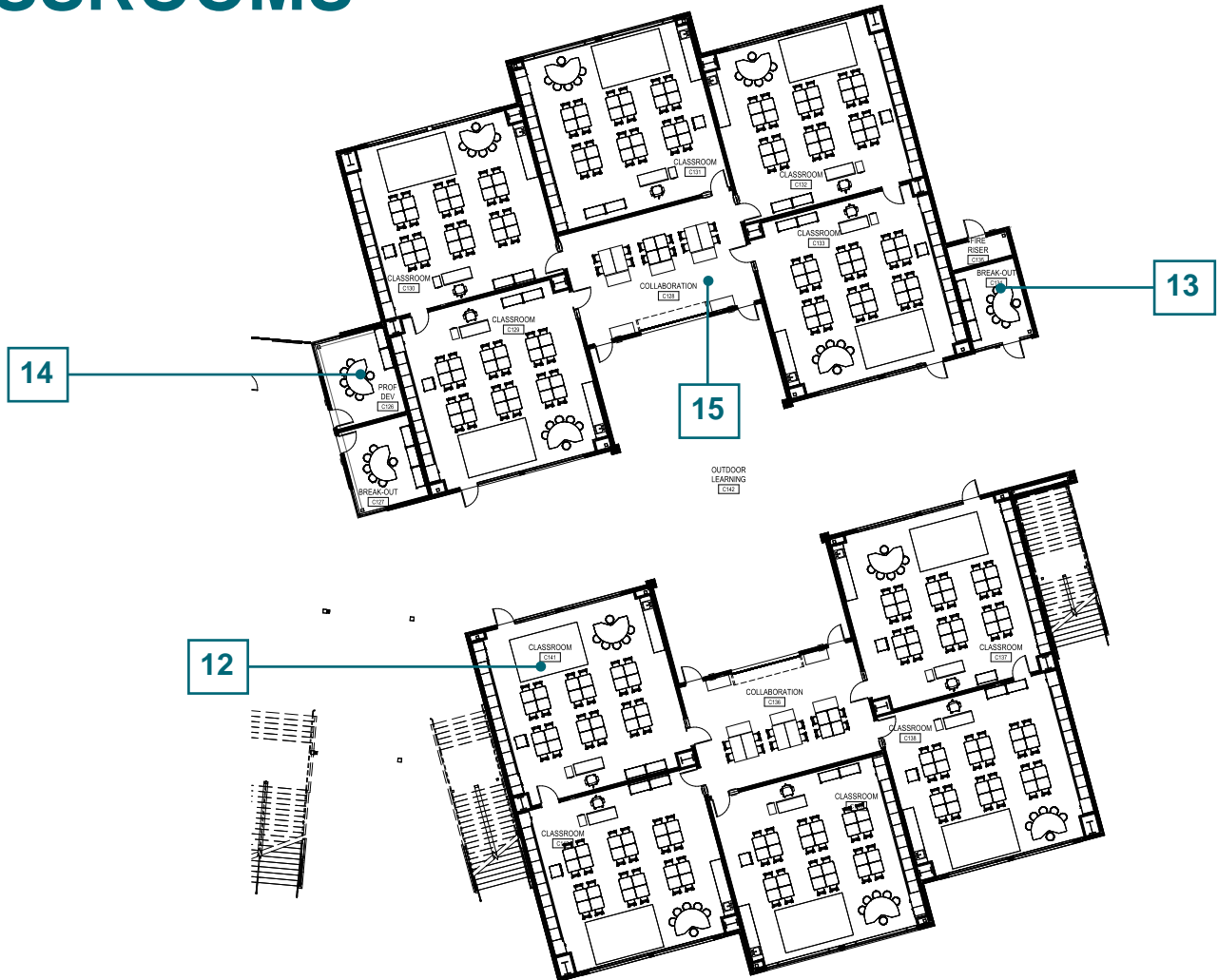
Warranty: Lifetime

20"Dia x 37"H

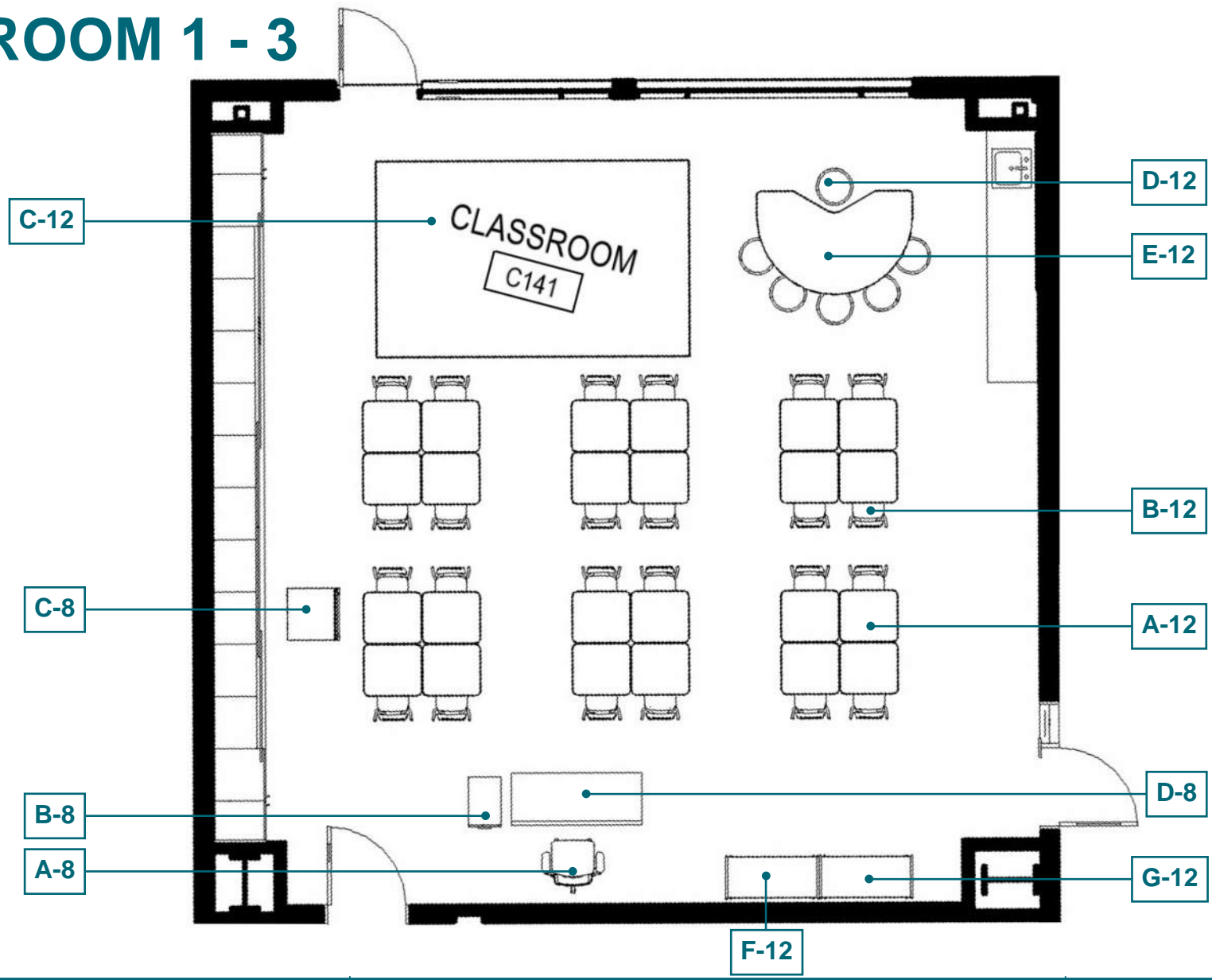
TYPICAL SPED 1 - 3

| L - 11 | M - 11 | N - 11 |
|--|--|--|
|  <p>Manufacturer: Smith System Model: Oodle Stool with Optional Cushioned Top. Oodle 2 Stool Sections + 1 Rocker Base Model #: OODLE31 Shell Color: Varies by Site Warranty: 12 year</p> <p style="text-align: right;">17" D x 6.5" W x 14" H</p> |  <p>Manufacturer: Fun with Phonics Model #: 9614 Materials & Finishes: Commercial Cut Pile Carpet - 100% Continuous Filament Type 6 & 6/6 Nylon Warranty: Lifetime Limited Abrasive Wear Warranty</p> <p style="text-align: right;">Kit of 26: 160"W x 100"D</p> |  <p>Manufacturer: Muzo Model: Waltzer High Back Model #: WHBSF Fabric: Camira Blazer Warranty: 5 years</p> <p style="text-align: right;">56.5"H x 73.5"W x 26"D</p> |




OVERALL 1ST - 3RD GRADE CLASSROOMS



12 CLASSROOM 1 - 3



TYPICAL CLASSROOM 1 - 3

| A - 12 | B - 12 | C - 12 |
|---|---|--|
|  <p>Manufacturer: Smith Systems Model: Silhouette Student Desk #01670 include steel bookbox (17190) Warranty: Lifetime</p> <p style="text-align: right;">24"D x 27"W x 24-34"H</p> |  <p>Manufacturer: Fleetwood Model: Evoke Chair Model #: ESTCM Materials & Finishes: 13 standard shell options, and 4 standard paint options. Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.</p> <p style="text-align: right;">Shell size: Small. Height: 14"</p> |  <p>Manufacturer: Fun with Phonics Model #: 9614 Materials & Finishes: Commercial Cut Pile Carpet - 100% Continuous Filament Type 6 & 6/6 Nylon Warranty: Lifetime Limited Abrasive Wear Warranty</p> <p style="text-align: right;">Kit of 26: 160"W x 100"D</p> |

TYPICAL CLASSROOM 1 - 3

D - 12



Manufacturer: Smith System
Model: Oodle Stool with Optional Cushioned Top. Oodle 2 Stool Sections + 1 Rocker Base
Model #: OODLE31
Materials & Finishes:
Shell Color: Varies by Site
Warranty: 12 year

Single : 17" D x 6.5" W x 14" H

E - 12



Manufacturer: Smith Systems
Model: Elemental Half-moon Table
Model #: ELHAMO
Materials & Finishes: 15 Surface & 16 edge color options, and 6 leg color options
Warranty: Lifetime on frame, 12 years on top and casters

Size: 36"D x 72"W. **Height Options:**
 EA Adjustable Height: 19" - 33" H (on glides)

TYPICAL CLASSROOM 1 - 3

F - 12



Manufacturer: Smith System
Model: Cascade Mega Cabinet Open Shelves
Model #: 611000000P
Materials: 19 standard end panel color options
Frame Color: Platinum
Warranty: Lifetime

19"D x 43"W x 43.3"H

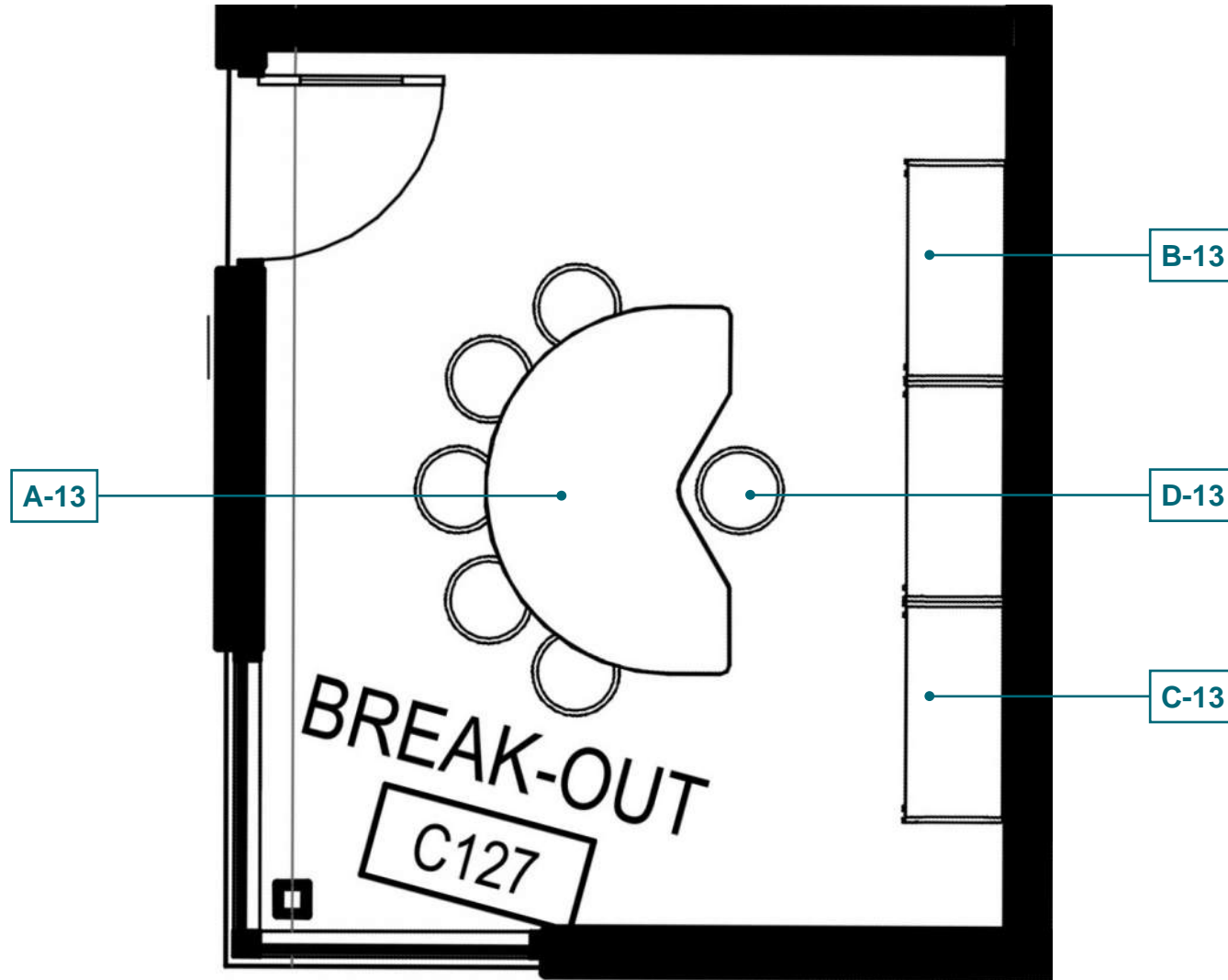
G - 12



Manufacturer: Smith System
Model: Cascade Mega-Tower w/ (36) 3-inch totes
Model #: 910036000P
Materials & Finishes: 7 standard end panel color options
Frame Color: Platinum
Warranty: Lifetime

19"D x 43"W x 61.4"H

13 BREAK-OUT: 1 - 3



TYPICAL BREAK-OUT 1 - 3

A - 13



Manufacturer: Smith Systems

Model: Elemental Half-moon Table

Model #: ELHAMO

Materials & Finishes: 15 Surface & 16 edge color options, and 6 leg color options

Warranty: Lifetime on frame, 12 years on top and casters

Size: 36"D x 72"W. Height Options:

EA Adjustable Height: 19" - 33" H (on glides)

B - 13



Manufacturer: Smith System

Model: Cascade Mega-Tower w/ (36) 3-inch totes

Model #: 910036000P

Materials & Finishes: 7 standard end panel color options

Frame Color: Platinum

Warranty: Lifetime

19"D x 43"W x 61.4"H

TYPICAL BREAK-OUT 1 - 3

C - 13



Manufacturer: WB Manufacturing
Model: REplay Transporter Storage-Mobile
Model #: SS5071-4872-5AC
Warranty: Limited Lifetime

48"W x 72"H x 23"D

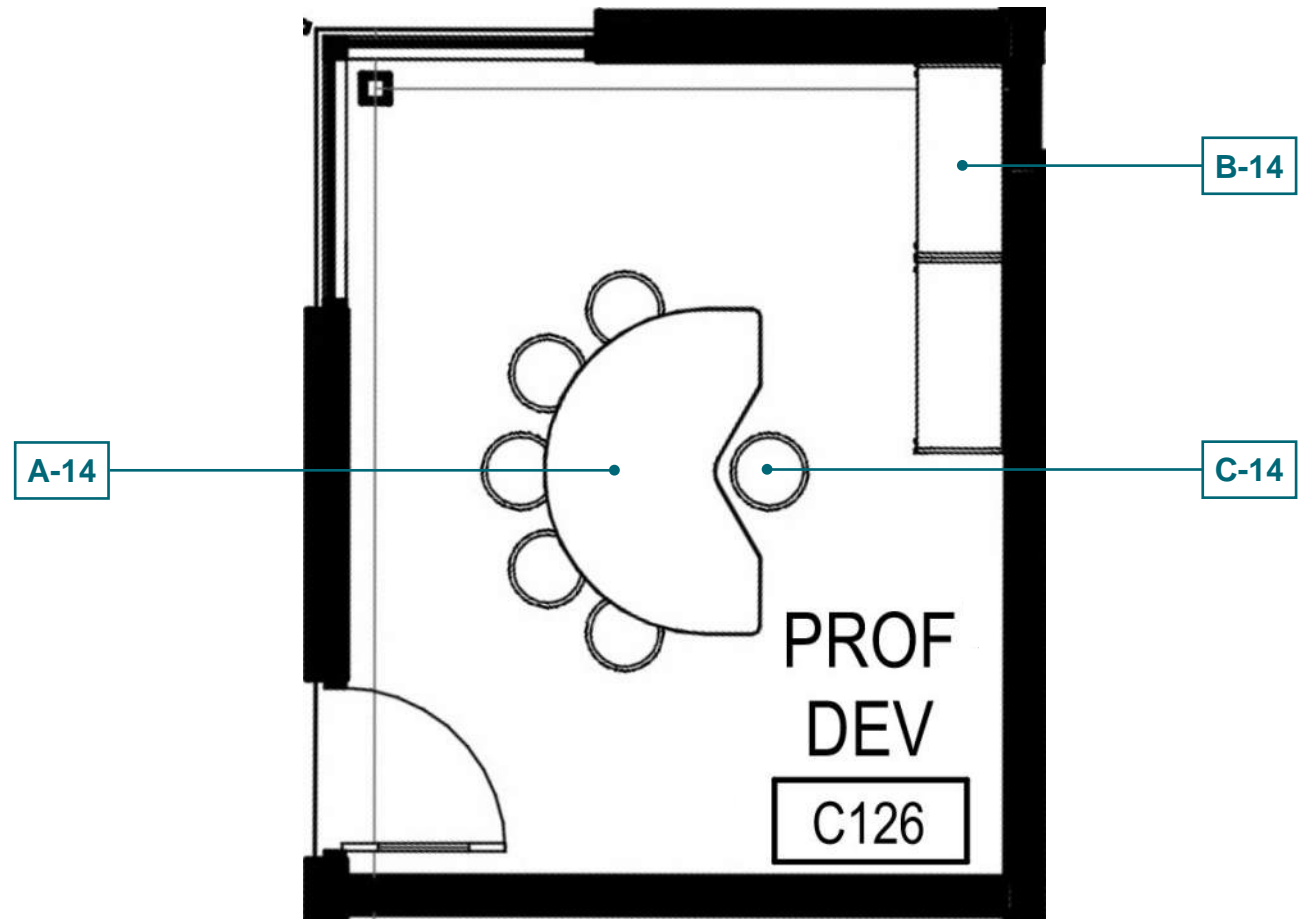
D - 13



Manufacturer: Smith System
Model: Oodle Stool with Optional Cushioned Top. Oodle 2 Stool Sections + 1 Rocker Base
Model #: OODLE31
Shell Color: Varies by Site
Warranty: 12 year

Single : 17" D x 6.5" W x 14" H

14 PROFESSIONAL DEVELOPMENT: 1 - 3



TYPICAL PROFESSIONAL DEVELOPMENT 1 - 3

A - 14



Manufacturer: Smith Systems
Model: Elemental Half-moon Table
Model #: ELHAMO
Materials & Finishes: 15 Surface & 16 edge color options, and 6 leg color options
Warranty: Lifetime on frame, 12 years on top and casters
Size: 36"D x 72"W. **Height Options:**
 EA Adjustable Height: 19" - 33" H (on glides)

B - 14



Manufacturer: Smith System
Model: Cascade Mega Tower w/ Totes & Shelves
Model #: 912012000P
Materials: 19 standard end panel color options
Frame Color: Platinum
Warranty: Lifetime

19"D x 43"W x 61.4"H

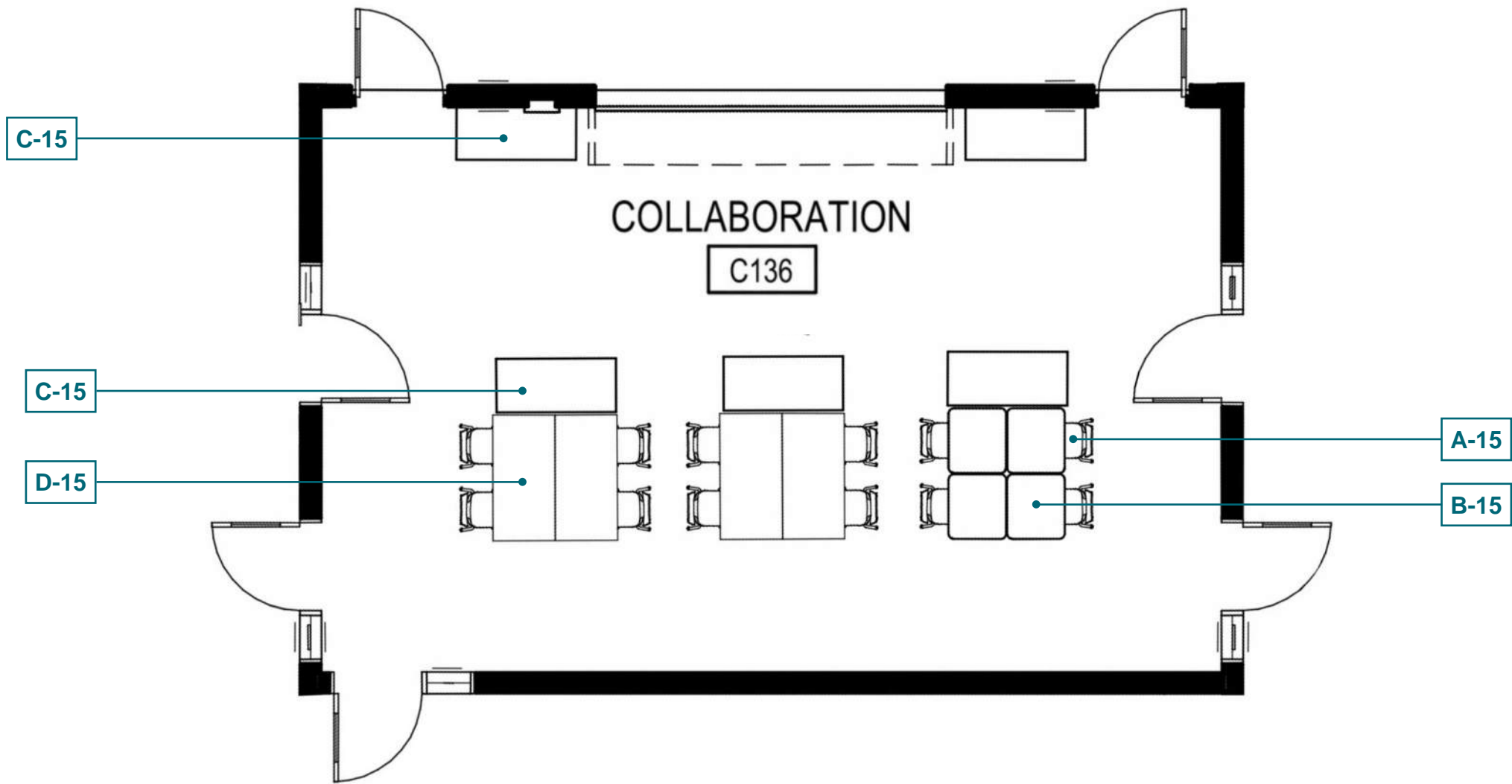
C - 14



Manufacturer: Smith System
Model: Oodle Stool with Optional Cushioned Top. Oodle 2 Stool Sections + 1 Rocker Base
Model #: OODLE31
Materials & Finishes:
Shell Color: Varies by Site
Warranty: 12 year

17" D x 6.5" W x 14"H

15 COLLABORATION



TYPICAL COLLABORATION

A - 15



Manufacturer: Fleetwood

Model: Evoke Chair

Model #: ESTCM

Materials & Finishes: 13 standard shell options, and 4 standard paint options.

Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.

Shell size: small,
medium, large
Height: 16"

B - 15



Manufacturer: Smith Systems

Model: Silhouette Student Desk #01670 include steel bookbox (17190)

Warranty: Lifetime

24"D x 27"W x 24-34"H

TYPICAL COLLABORATION

C - 15



Manufacturer: Lakeshore
Model: Flex-Space Student Storage Backpack Cart
Model #: LC751
Warranty: Lifetime
Note: Holds 32

49"W x 22"D x 56"H

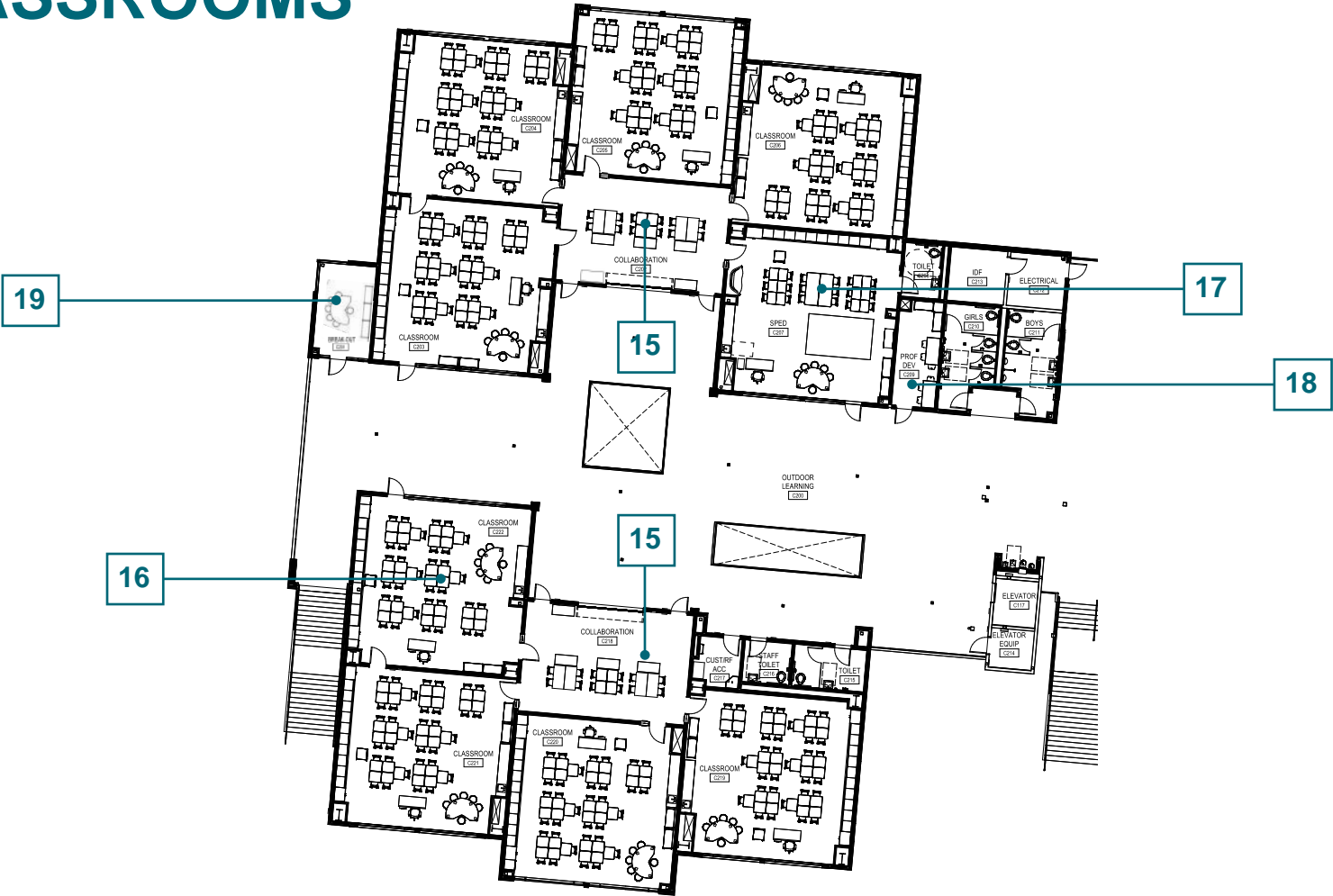
D - 15



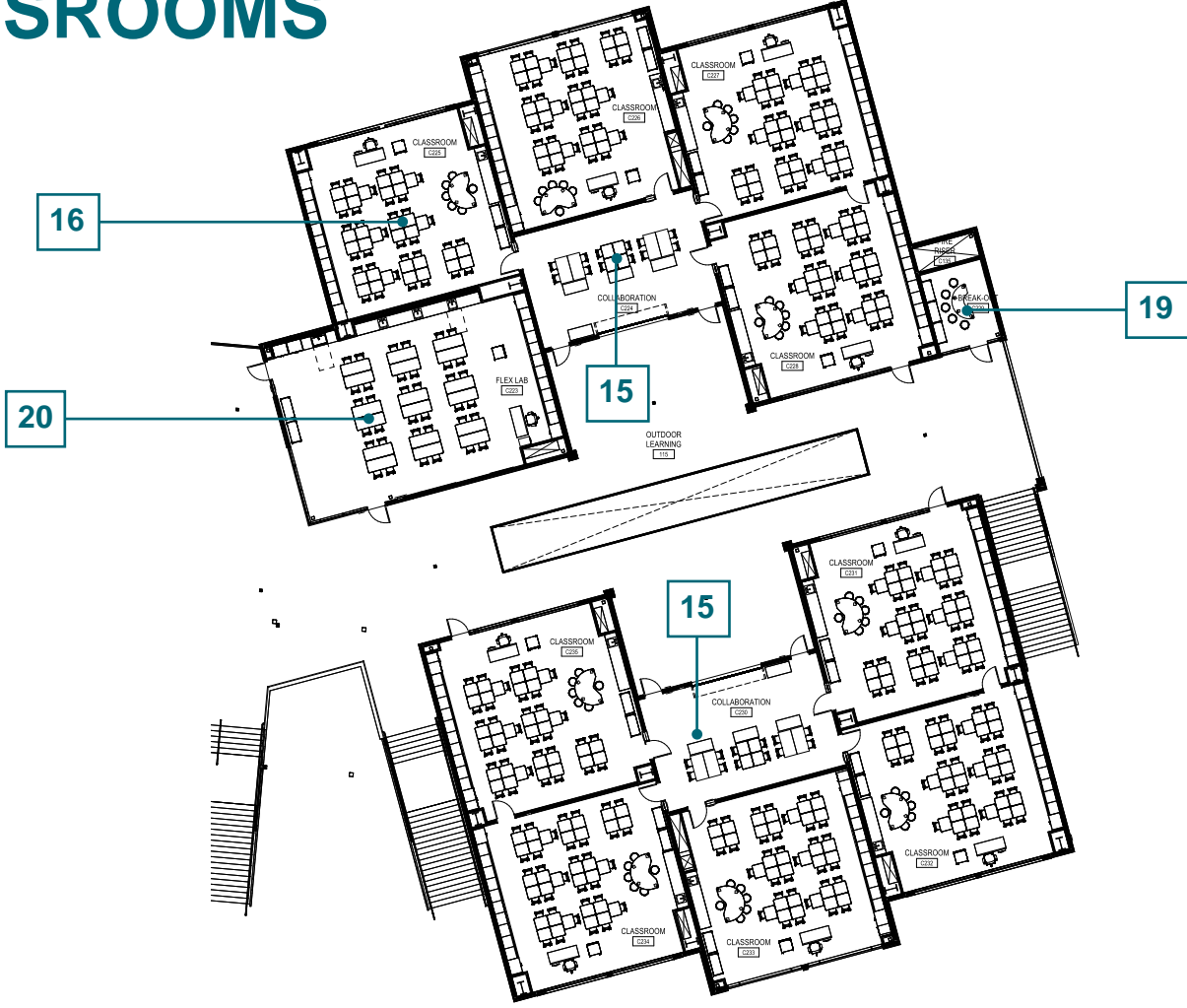
Manufacturer: Smith System
Model: Elemental Adjustable Nest & Fold
Model #: NL2460
Materials & Finishes: 15 Surface & edge color options, and 5 leg color options
Warranty: 5 years
Note: Must be height adjustable

24"D x 60"W x 29"-40"H

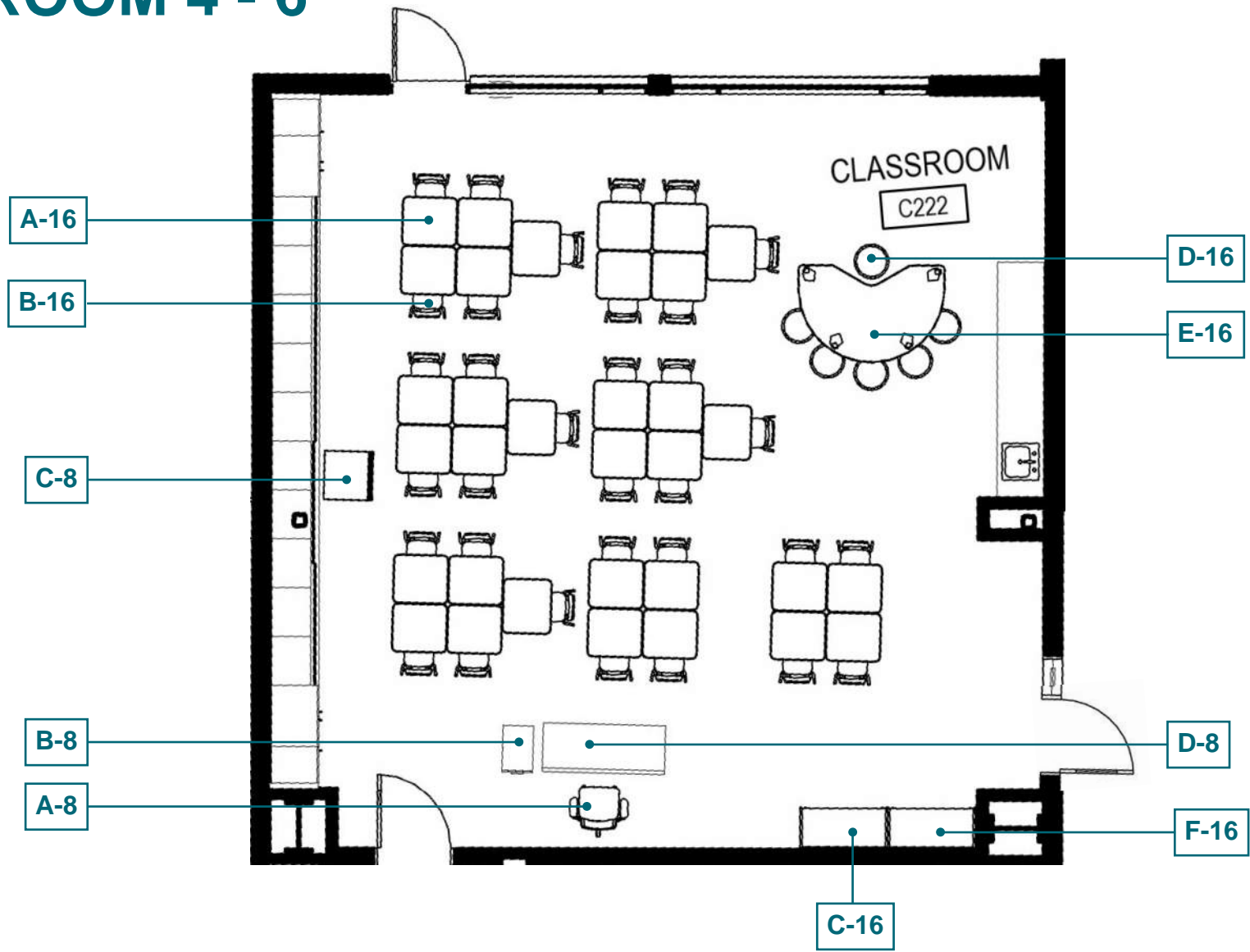
OVERALL 4TH - 6TH GRADE CLASSROOMS






OVERALL 4TH - 6TH GRADE CLASSROOMS



16 CLASSROOM 4 - 6



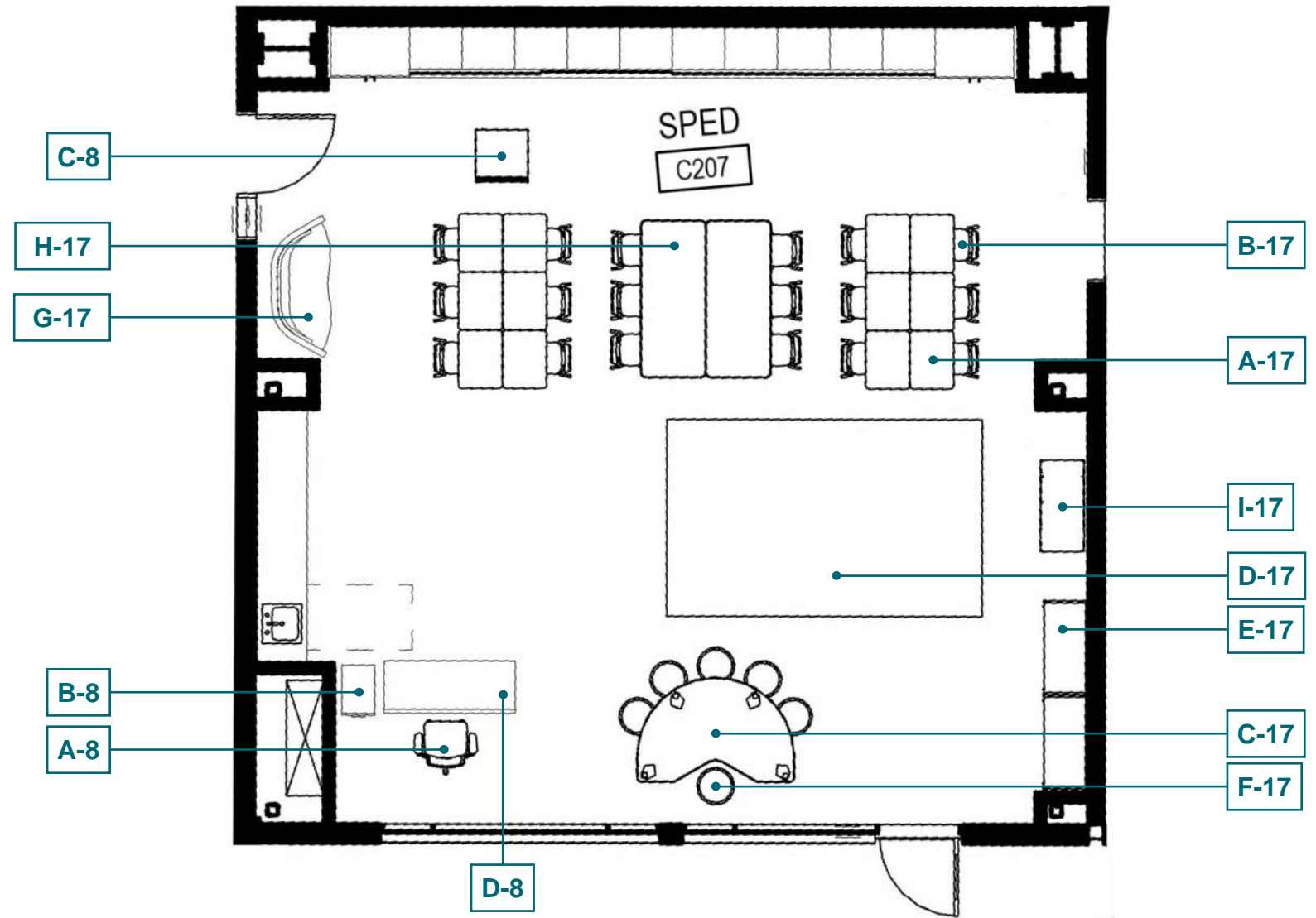
TYPICAL CLASSROOM 4 - 6

| A - 16 | B - 16 | C - 16 |
|---|---|--|
|  <p>Manufacturer: Smith Systems Model: Silhouette Student Desk #01670 include steel bookbox (17190) Warranty: Lifetime</p> <p style="text-align: right;">24"D x 27"W x 24-34"H</p> |  <p>Manufacturer: Fleetwood Model: Evoke Chair Model #: ESTCM Materials & Finishes: 13 standard shell options, and 4 standard paint options. Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.</p> <p style="text-align: right;">Shell size: Medium ; Height: 16"</p> |  <p>Manufacturer: Smith System Model: Cascade Mega-Tower w/ (36) 3-inch totes Model #: 910036000P Materials & Finishes: 7 standard end panel color options Frame Color: Platinum Warranty: Lifetime</p> <p style="text-align: right;">19"D x 43"W x 61.4"H</p> |




TYPICAL CLASSROOM 4 - 6

| D - 16 | E - 16 | F - 16 |
|--|--|--|
|  <p>Manufacturer: KI Model: Ricochet Stool Model #: RC4100H12 Materials & Finishes: Seating surface pad is plastic polymer in Blue Grey. 6 column & base colors Warranty: Lifetime</p> <p style="text-align: right;">12"Dia x 16"H</p> |  <p>Manufacturer: Smith Systems Model: Elemental Half-moon Table Model #: ELHAMO Materials & Finishes: 15 Surface & 16 edge color options, and 6 leg color options Warranty: Lifetime on frame, 12 years on top and casters</p> <p style="text-align: right;">Size: 36"D x 72"W. Height Options: EA Adjustable Height: 19" - 33" H (on glides)</p> |  <p>Manufacturer: Smith System Model: Cascade Mega Cabinet Open Shelves Model #: 611000000P Materials: 19 standard end panel color options Frame Color: Platinum Warranty: Lifetime</p> <p style="text-align: right;">19"D x 43"W x 43.3"H</p> |




17 SPED 4 - 6




TYPICAL SPED 4 - 6

| A - 17 | B - 17 | C - 17 |
|---|---|---|
|  <p>Manufacturer: Smith Systems Model: Silhouette Student Desk #01670 include steel bookbox (17190) Warranty: Lifetime</p> <p style="text-align: right;">24"D x 27"W x 24-34"H</p> |  <p>Manufacturer: Fleetwood Model: Evoke Chair Model #: ESTCM Materials & Finishes: 13 standard shell options, and 4 standard paint options. Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.</p> <p style="text-align: right;">Shell size: Medium Height: 16"</p> |  <p>Manufacturer: Smith Systems Model: Elemental Half-moon Table Model #: ELHAMO Materials & Finishes: 15 Surface & 16 edge color options, and 6 leg color options Warranty: Lifetime on frame, 12 years on top and casters</p> <p style="text-align: right;">Size: 36"D x 72"W. Height Options: EA Adjustable Height: 19" - 33" H (on glides)</p> |

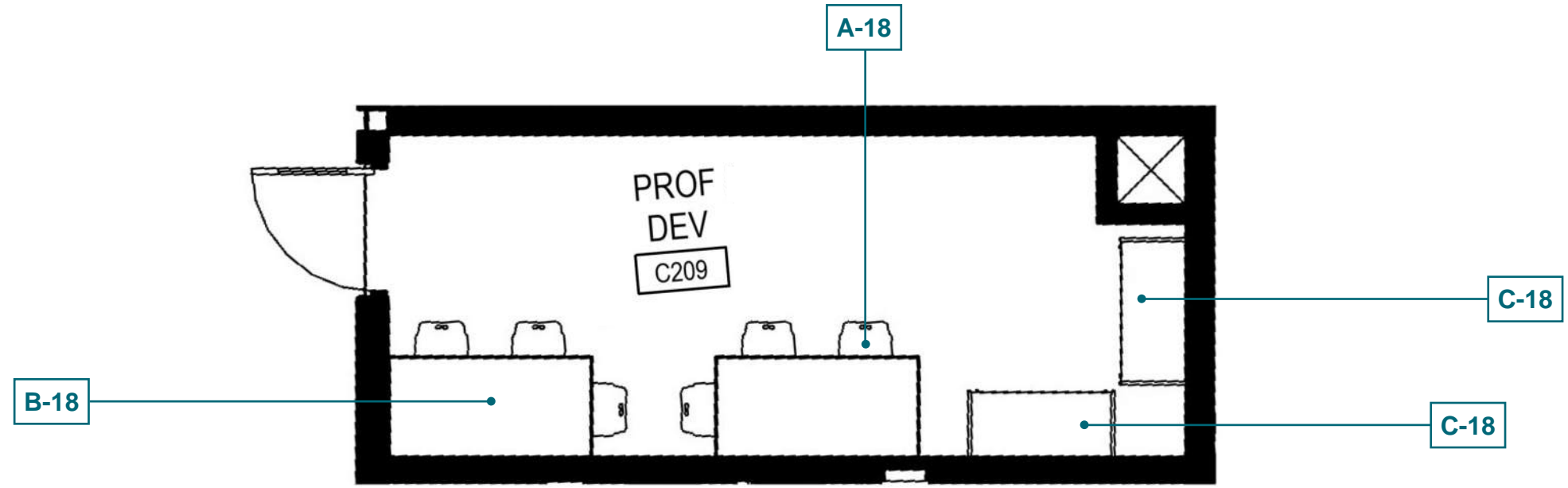
TYPICAL SPED 4 - 6

| D - 17 | E - 17 | F - 17 |
|--|---|--|
|  <p>Manufacturer: Fun with Phonics Model #: 9614 Materials & Finishes: Commercial Cut Pile Carpet - 100% Continuous Filament Type 6 & 6/6 Nylon Warranty: Lifetime Limited Abrasive Wear Warranty</p> <p style="text-align: right;">Kit of 26: 160"W x 100"D</p> |  <p>Manufacturer: Smith System Model: Cascade Mega-Tower w/ (36) 3-inch totes Model #: 910036000P Materials & Finishes: 7 standard end panel color options Frame Color: Platinum Warranty: Lifetime</p> <p style="text-align: right;">19"D x 43"W x 61.4"H</p> |  <p>Manufacturer: Smith System Model: Oodle Stool with Optional Cushioned Top. Oodle 3 Stool Sections + 1 Rocker Base Model #: OODLE31 Shell Color: Varies by Site Warranty: 12 year</p> <p style="text-align: right;">17" D x 6.5" W x 18.5" H</p> |

TYPICAL SPED 4 - 6

| G - 17 | H - 17 | I - 17 |
|--|--|--|
|  <p>Manufacturer: Muzo Model: Waltzer High Back Model #: WHBSF Fabric: Camira Blazer Warranty: 5 years</p> <p style="text-align: right;">56.5"H x 73.5"W x 26"D</p> |  <p>Manufacturer: Smith System Model: Elemental Adjustable Nest & Fold Model #: NL3072 Materials & Finishes: 15 Surface & edge color options, and 5 leg color options Warranty: 5 years Note: Must be height adjustable</p> <p style="text-align: right;">30"D x 72"W x 29"-40"H</p> |  <p>Manufacturer: Fomcore Model #: F122 Warranty: Lifetime</p> <p style="text-align: right;">20"L x 32.5"W x 47"H (XL, 14" Seat Height)</p> |

18 PROFESSIONAL DEVELOPMENT: 4 - 6



TYPICAL PROFESSIONAL DEVELOPMENT 4 - 6

A - 18



Manufacturer: AMQ

Model: Bixby

Materials & Finishes: 4 frame colors, 8 interchangeable plastic seat/back colors. Seat and back cushion available in 11 fabric colors

Warranty: 10 Years

Seat Dims: 17.5"W x 18.25"D

Back Dims: 19"W x 17.5"H

Legs Dims: 22"W x 19"D

Seat Height from Floor: 18"

B - 18



Manufacturer: Smith System

Model: Elemental Adjustable Nest & Fold

Model #: NL2460

Materials & Finishes: 15 Surface & edge color options, and 5 leg color options

Warranty: 5 years

Note: Must be height adjustable

24"D x 60"W x 29"-40"H

C - 18



Manufacturer: Smith System

Model: Cascade Mega-Tower w/ (36) 3-inch totes

Model #: 910036000P

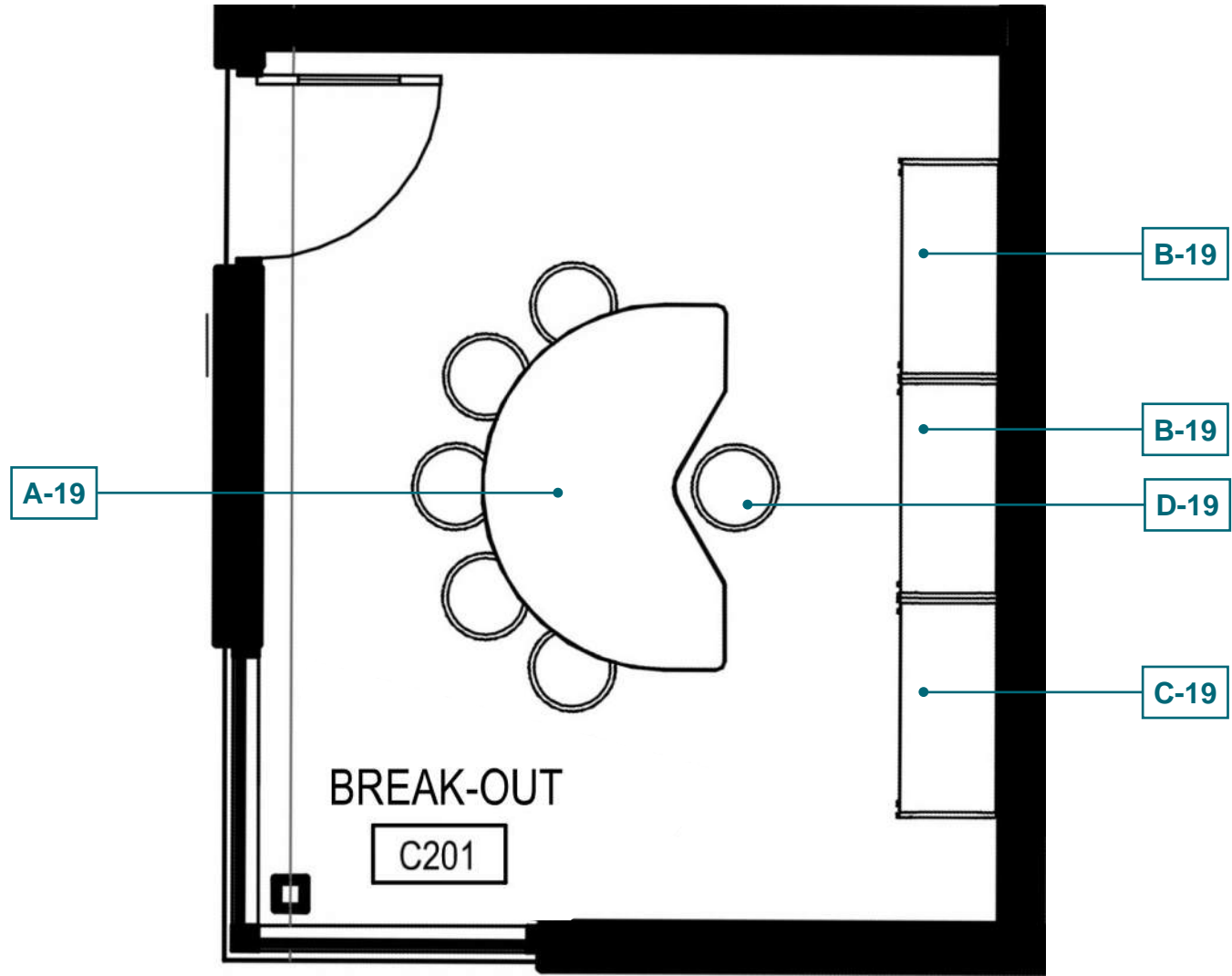
Materials & Finishes: 7 standard end panel color options

Frame Color: Platinum

Warranty: Lifetime

19"D x 43"W x 61.4"H

19 BREAK-OUT: 4 - 6



TYPICAL BREAK-OUT 4 - 6

A - 19



Manufacturer: Smith Systems

Model: Elemental Half-moon Table

Model #: ELHAMO

Materials & Finishes: 15 Surface & 16 edge color options, and 6 leg color options

Warranty: Lifetime on frame, 12 years on top and casters

Size: 36"D x 72"W. Height Options:

EA Adjustable Height: 19" - 33" H (on glides)

B - 19



Manufacturer: Smith System

Model: Cascade Mega-Tower w/ (36) 3-inch totes

Model #: 910036000P

Materials & Finishes: 7 standard end panel color options

Frame Color: Platinum

Warranty: Lifetime

19"D x 43"W x 61.4"H

TYPICAL BREAK-OUT 4 - 6

C - 19



Manufacturer: WB Manufacturing
Model: REplay Transporter Storage-Mobile
Model #: SS5071-4872-5AC
Warranty: Limited Lifetime

48"W x 72"H x 23"D

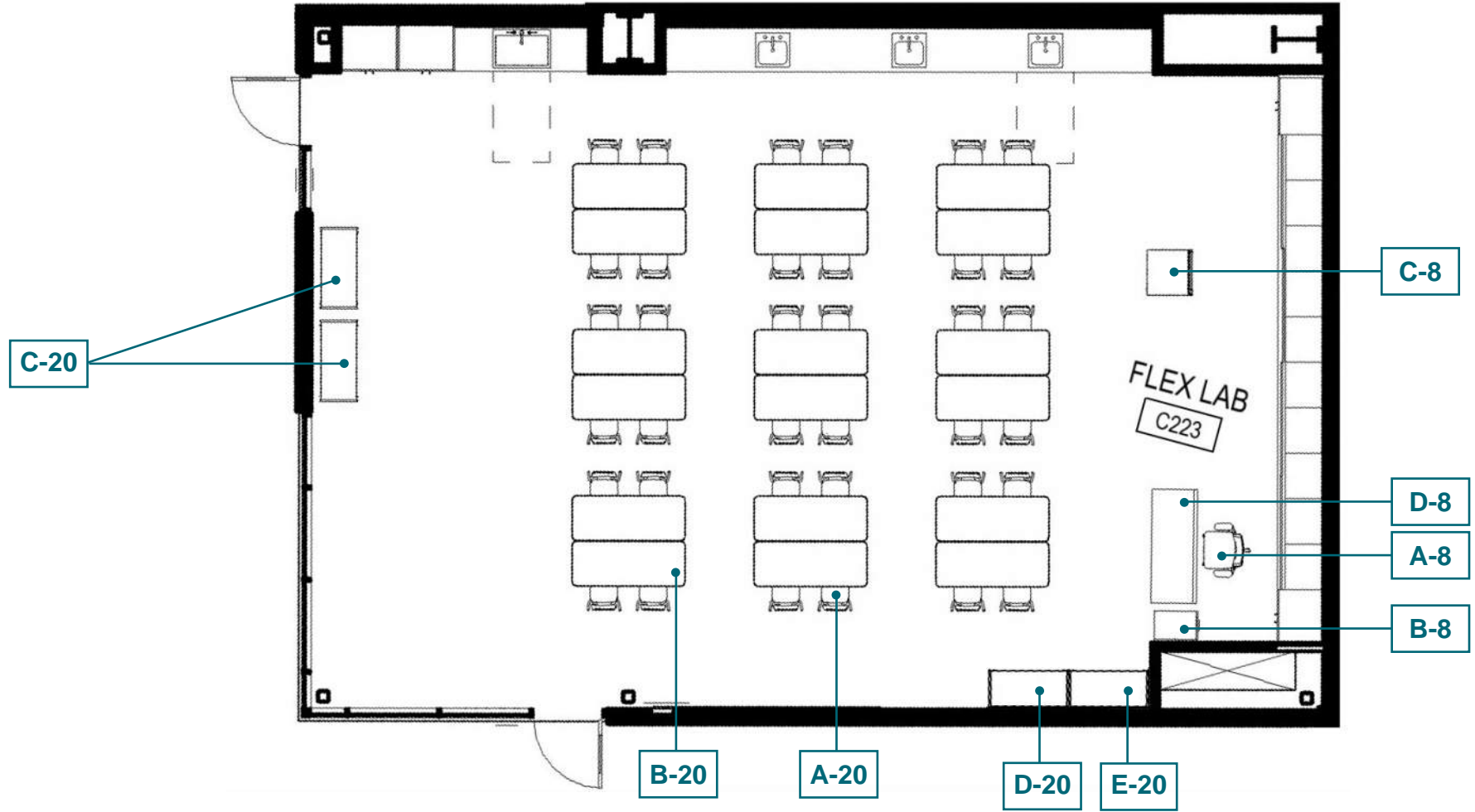
D - 19



Manufacturer: Smith System
Model: Oodle Stool with Optional Cushioned Top. Oodle 3 Stool Sections + 1 Rocker Base
Model #: OODLE31
Shell Color: Varies by Site
Warranty: 12 year

Single : 17" D x 6.5" W x 18.5" H

20 FLEX LAB



TYPICAL FLEX LAB

A - 20



Manufacturer: Fleetwood

Model: Evoke Chair

Model #: ESTCM

Materials & Finishes: 13 standard shell options, and 4 standard paint options.

Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.

Shell size: small, medium, large
Height: 16"

B - 20



Manufacturer: Smith System

Model: Elemental Adjustable Nest & Fold

Model #: NL2460

Materials & Finishes: 15 Surface & edge color options, and 5 leg color options

Warranty: 5 years

Note: Must be height adjustable

24"D x 60"W x 29"-40"H

C - 20



Manufacturer: Smith System

Model: Cascade Mega Tower w/ Totes & Shelves

Model #: 912012000P

Materials: 19 standard end panel color options

Frame Color: Platinum

Warranty: Lifetime

19"D x 43"W x 61.4"H

TYPICAL FLEX LAB

D - 20



Manufacturer: Smith System
Model: Cascade Mega Cabinet Open Shelves
Model #: 611000000P
Materials: 19 standard end panel color options
Frame Color: Platinum
Warranty: Lifetime

19"D x 43"W x 43.3"H

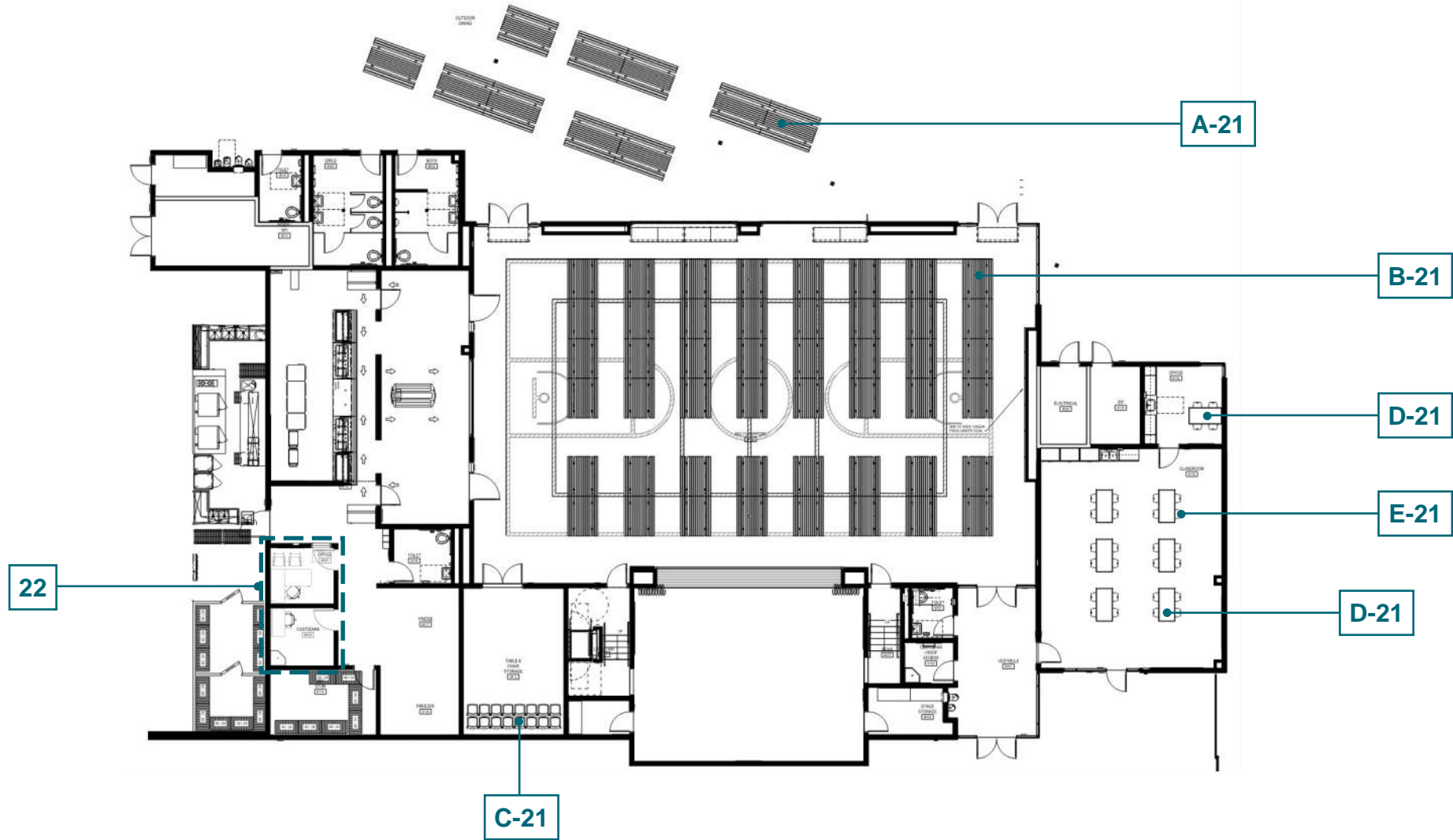
E - 20



Manufacturer: Smith System
Model: Cascade Mega-Tower w/ (36) 3-inch totes
Model #: 910036000P
Materials & Finishes: 7 standard end panel color options
Frame Color: Platinum
Warranty: Lifetime

19"D x 43"W x 61.4"H

21 MULTI-PURPOSE



TYPICAL MULTI-PURPOSE

A - 21



Manufacturer: Palmer Hamilton
Model: Centra - PICNICTABLE
Model#: CENTRA-303072 or CENTRA-303096
Materials & Finishes: 2 Frame finish options, 4 polywood color options, and 10 vibrant powder coated color options
Warranty: 5 Years
Note: Student Outdoor Furniture

72" - 96"L x 30"H x 65.5"D

B - 21



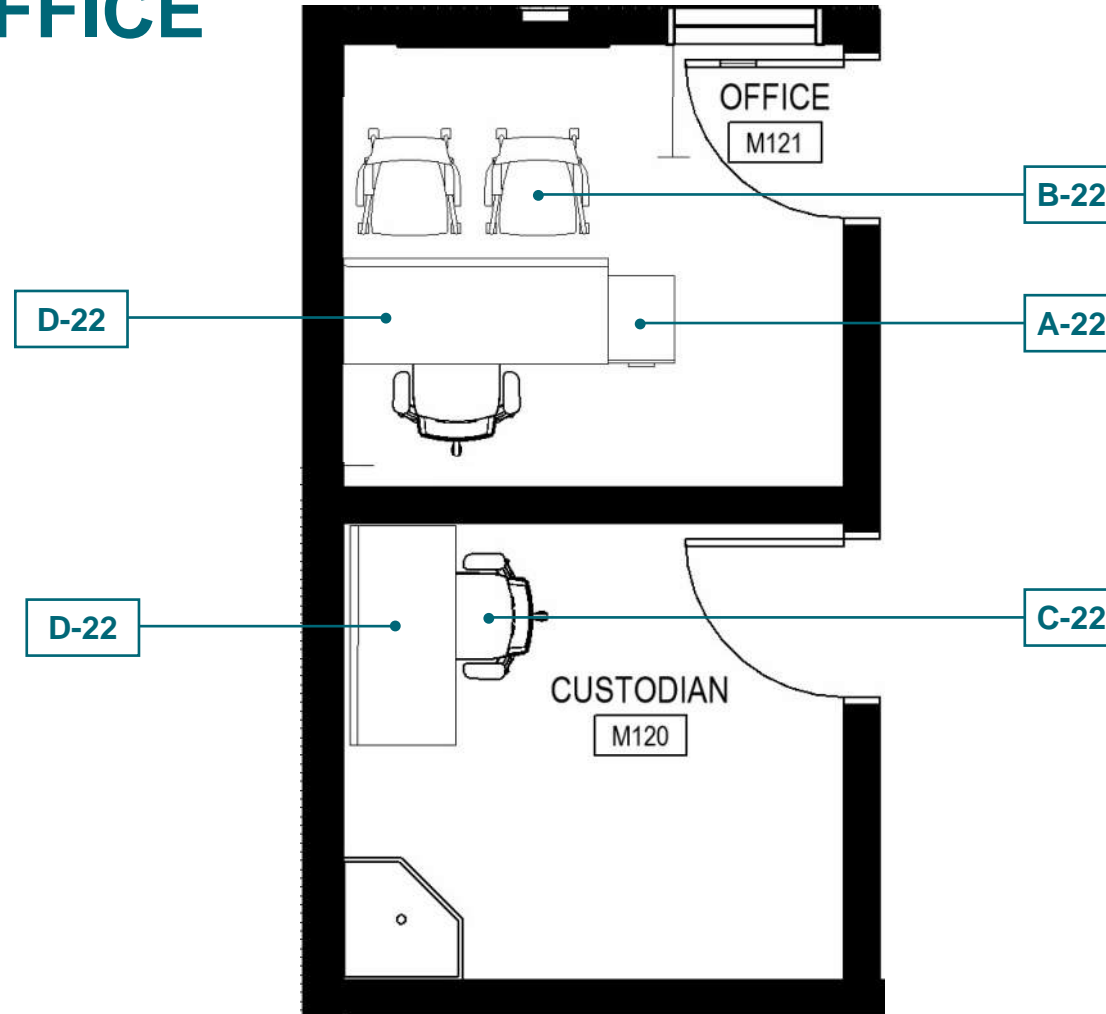
Manufacturer: Palmer Hamilton
Model: Bench Table (19F)
Model#: 19F18293012
Warranty: 5 Years

55"D x 145"W x 27", 29", 30"H

TYPICAL OUTDOOR FURNITURE

| C - 21 | D - 21 | E - 21 |
|---|--|--|
|  <p>Manufacturer: KI Model: Strive Stack Chair - Sled Base Model #: SSNAP Materials & Finishes: Available as all polyester. Warranty: Lifetime Note: 200 chairs total. Must be stackable with mobile rack</p> <p>Overall Dims: 20.75" W x 21.75" D x 32.5" H Seat Dims: 18" W x 18" D x 18.25" H</p> |  <p>Manufacturer: Smith System Model: Elemental Adjustable Nest & Fold Model #: NL3072 Materials & Finishes: 15 Surface & edge color options, and 5 leg color options Warranty: 5 years Note: Must be height adjustable</p> <p>30"D x 72"W x 29"-40"H</p> |  <p>Manufacturer: Fleetwood Model: Evoke Chair Model #: ESTCM Materials & Finishes: 13 standard shell options, and 4 standard paint options. Warranty: Laminates & levelers 12-year warranty. Plastic trays and plastic rails have a 5 year warranty.</p> <p>Shell size: small, medium, large Height: 18"</p> |

22 MULTI-PURPOSE CUSTODIAN & OFFICE



TYPICAL MULTI-PURPOSE

A - 22



Manufacturer: HON
Model: Mobile Box/File Pedestal with Cushion top
Model #: H15923
Laminate Color: metal color

15" W x 22 7/8" D x 22" H

B - 22



Manufacturer: AMQ
Model: Tizu Nesting Chair
Materials & Finishes: Mesh or plastic back, soft 2-tone castors & 80 options for removable seat covers. White or Black Frame options
Warranty: 10 year

Legs Dims: 19.25"W x 20.5"D
Seat H from Floor: 19"H
Back H from Floor: 37.5"H
Legs Dims: 19.25"W x 20.5"D
Back Dims: 19"W x 20"H
Seat Dims: 17.75"W x 18.5"D

TYPICAL MULTI-PURPOSE

C - 22



Manufacturer: Allsteel
Model: EVO Task Mesh High Back 4D ASJ Arms
Model #: DWW-MHWNO.TI.C. L.2.TI.B.PNS003.TC00
Materials & Finishes: Titanium frame & base, Clay mesh, and Fabseat Grade 2 Appoint Seating — Carbon
Warranty: Limited Lifetime

26"D X 26"W X 38 - 43"H

D - 22



Manufacturer: Workrite
Top: Artcobell or Smith Systems
Model: Sierra HX 2 Leg
Model #: SHEX54-F30-PS-S
Frame Color: Platinum
Warranty: Limited lifetime
Note: Powered Height Adjustable

24"D x 50"W CUSTODIAN
24"D x 60"W OFFICE

EXHIBIT D – District Standard Forms

See the following pages for the District's Allowance Expenditure Directive Form.

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

| |
|---|
| ALLOWANCE EXPENDITURE DIRECTIVE NO.: |
| |

ALLOWANCE EXPENDITURE DIRECTIVE

Project: Building Project
Bid No.:

Date:

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner: Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

Developer:

| Reference | Description | Allowance Authorized for Expenditure | Days Ext. |
|-------------------|---|--------------------------------------|-----------|
| Request for AED # | [Description of unforeseen item relating to Work] | \$ | |
| Requested by: | | | |
| Performed by: | | | |
| Reason: | | | |

| | | |
|--|---|----|
| Contract time will be adjusted as follows: | Total Contract Allowance Amount: | \$ |
| Previous Completion Date:_[DATE]_____ | Amount of Previously Approved Allowance Expenditure Directive(s): | \$ |
| _____ [#]_____ Calendar Days Extension (zero days unless otherwise indicated) | Amount of this Allowance Expenditure Directive: | \$ |
| Current Completion Date:_[DATE]_____ | Total Allowance Amount Remaining: | \$ |

Section 01 21 13 – CASH ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

- A. To provide adequate budget and bonding to cover scope of work not precisely determined by the Contract Documents prior to bidding, allow within the proposed Contract Sum the amounts described in the Proposal Form. All unused portions of the allowance will be deducted from the Contract through a Change Order.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not limited to, Bidding and Contract Requirements, General Requirements and related Technical Requirements.
 - 2. Other provisions concerning Cash Allowances are stated in Specification Section 00 42 00, Proposal Form.
 - 3. Other provisions concerning Cash Allowances also may be stated in other sections of the Project Manual.

1.02 SPECIFIC CASH ALLOWANCES_

BID PACKAGE #460-1

- A. Owner Allowance: Provide within the proposed contract sum the amount of **\$50,000.00** for work above and beyond that which is shown. This allowance will be expended under a time and materials basis using current prevailing wage rates, as directed by the Architect and District Representative. All unused portions of the allowance will be deducted from the contract through a change order.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01 31 00 - PROJECT MANAGEMENT INTERNET COMMUNICATION REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All Contract Documents, including General Conditions, Supplementary Conditions, and other Division 1 - General Requirements, apply to the work of this section.
- B. This section contains general information that applies to all work performed under the Contract, and is made inherently a part of each specification section.

1.02 GENERAL PROJECT MANAGEMENT OBJECTIVES

- A. Sacramento City Unified School District (SCUSD) has directed its Contractor to use the project's existing Internet/Web-based project management software to track and manage the project.
- B. Use of this project management software will not replace or change any contractual responsibilities of the construction team members.
- C. Each project team member of the Contractor: Superintendent, Project Engineer, Scheduler, and Project Manager, et al., shall have access to the Internet and an Internet e-mail address in order to communicate with various project team members. The Contractor shall provide immediately upon receipt of the Notice to Proceed confirmation of these conditions and the names, positions, and e-mail addresses to SCUSD's Representative.

1.03 SOFTWARE AND HARDWARE REQUIREMENTS

- A. The Contractor is required to provide at both the field office and home office location from where this project is managed computer hardware and software that meet the requirements of E-builder. The Contractor is not required to purchase E-builder software, only the hardware and software required to access this system via the Internet.
- B. SCUSD shall provide the Contractor with E-builder training (if required). SCUSD will provide training for up to 5 Contractor staff members. Contractor's Project Manager, Superintendent and main Construction Administration staff are required to attend training sessions.
- C. The Contractor shall provide an adequate number of users to properly manage the project in accordance with the Project Timetable. The Contractor shall have Internet access through an Internet service provider of his/her choice.
- D. Software requirements are as follows:
 - Internet Explorer or Safari is recommended.
- E. Hardware requirements are as follows:
 - Workstation, laptop or tablet
 - A connection to the Internet

1.04 SYSTEM MANAGEMENT AND USE

- A. SCUSD will administer the E-builder user account.

- B. All costs associated with using this system, including computer hardware, internet service, and additional licenses beyond the one to use the existing project database are the responsibility of the Contractor.

1.05 COMMUNICATION PROCESS

- A. SCUSD's Representative will outline and detail communication, correspondence and coordination procedures at Project start meeting.
- B. Most project communication will take place via email. Documents related to Project Management will be transmitted via email.
- C. The official submittal log will be maintained by the Contractor. The District representative will use E-builder to upload completed submittals and RFIs that have been responded to by the Design Team. The E-builder project management system will be used to track and expedite processing of financial items, such as payment applications and Allowance Expenditure Directives.
- D. Contractor will be required to utilize email to process the following items, including but not limited to: messaging, daily reports; meeting minutes; submittals; punch lists; requests for information (RFI); change requests; and payment applications (including Schedule of Values). Once change requests and payment applications are agreed upon, they will be uploaded for processing within the E-builder project management system.
- E. Contractors are required to furnish and use a digital camera in order to photo-document job progress and upload the associated images taken on a regular basis to the internet site. Each daily report should be accompanied by a daily progress photo. Contractor must lock daily reports within a week after occurrence.

PART 2 – PRODUCTS - Not used.

PART 3 – EXECUTION - Not used

END OF SECTION

Section 01 31 19 - PROJECT MEETINGS & PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 PRECONSTRUCTION MEETING

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

1.03 PROGRESS MEETINGS

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

1.04 SPECIALLY CALLED MEETINGS

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

END OF SECTION

Section 01 45 00 - QUALITY CONTROL

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-up.
- E. Inspection and testing laboratory services.
- F. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

- A. Section 00 72 00-General Conditions, Article 11- Submittals
- B. Technical Specifications

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In 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.

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

1.04 REFERENCES

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

1.05 FIELD SAMPLES

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

1.06 MOCK-UP

- A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Where mock-up is specified in Individual Sections to be removed, clear area after mock-up has been accepted by Architect.

1.07 INSPECTION AND TESTING LABORATORY SERVICES

- A. The District will appoint, employ, and pay for services of an independent firm approved by the Structural Engineer, Architect and Division of the State Architect (DSA) to perform special inspection and testing.
- B. The Independent firm will perform special inspections, tests, and other services specified in Individual specification Sections and as required by the Architect.
- C. Reports will be submitted by the independent firm to the Architect, Owner and DSA, indicating observations and results of tests and indicating compliance or noncompliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Architect and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractors use.
- E. The special inspector shall perform inspection of all work to determine conformance with these Standards.
 - 1. Request for inspection must be made to the office of the special inspector a minimum of 24 hours in advance of the time the inspection is desired.
 - 2. Underground work shall not be backfilled or covered until an inspection by the special inspector or his representative has been completed and the work approved. Any work that is covered without inspection shall be uncovered at the Contractors expense so an inspection can be made.
 - 3. The Engineer shall have access to the work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.
 - 4. Inspection of the work shall not relieve the Contractor of any of its obligations to satisfactorily perform the work.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for re-testing will be charged to the Contractor by deducting inspection or testing charges from the Contract Price.
- G. An Inspector of record shall be employed by The District and approved by Architect, Structural Engineer, and DSA.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect 30 days in advance of required observations.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Architect for review.

PART 2 - PRODUCTS - Not Used
PART 3 - EXECUTION - Not Used

END OF SECTION