

Natomas Charter School - Exterior Paint

NATOMAS UNIFIED SCHOOL DISTRICT

PROJECT MANUAL

APRIL 2018

PROJECT #18005

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NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

BID AND CONTRACT DOCUMENTS

Bid Packages Due on or Before:

April 30, 2018 at 2:00:00 pm

**ATTN:
NATOMAS UNIFIED SCHOOL DISTRICT
OFFICE OF FACILITIES AND PLANNING
1901 Arena Boulevard,
Sacramento, California 95834**

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NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 1
NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE INVITING INFORMAL PROPOSALS FROM CONTRACTORS

NATOMAS UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Natomas Unified School District of Sacramento County, California, acting by and through its Governing Board, hereinafter referred to as the "Owner" or "District", will receive Bids prior to **02:00:00 pm on the 30th day of April, 2018** for the award of a Contract for the following:

BID NO. 18-02-MO 002

Natomas Charter School Blackrock Exterior Paint

All bids shall be made and presented only on the forms presented by the Owner. Bids shall be received in the Office of Facilities and Planning at 1901 Arena Boulevard, Sacramento, California 95834 and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time is Sixty Seven (67) calendar days, distributed over the summer break. Last Day of School is June 9, first day of school is August 8, 2018.

CONTRACTOR should consult the General Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Miscellaneous Information

Engineer's Estimate \$200,000.00 plus an Owner's allowance of \$30,000.00 for a total of \$230,000.00

There will be one **Mandatory** Pre-Bid Conference **April 23, 2018, at 1:45:00 PM**, at **Natomas Charter School, 4600 Blackrock Drive, Sacramento, CA 95835**. For all Pre-Bid visits (other than the Pre-Bid Conference), the Contractor must make an appointment with the Owner's Representative prior to visiting the site. Contractor is **required to attend the** Mandatory Pre-Bid Conference.

Overall coordination of the Project will be the responsibility of the Owner. All inquiries regarding the Project are to be directed to Paul Anderson at panderson@natomasunified.org.

Each bid must conform and be responsive to this Notice to Contractors and all other documents comprising the pertinent Contract Documents. All interested parties may obtain additional information the District's Facilities and Planning Department, 1901 Arena Boulevard, Sacramento, California 95834 or via email request to Paul Anderson at panderson@natomasunified.org. Plans and specifications can be downloaded from the District's Website at

<https://natomasunified.org/departments/facilities-strategic-planning/planning-construction/>

Plans and specifications will be available after April 13, 2018.

All forms must be completed, signed, and returned with the bid. **No bidder may withdraw its bid for a period of sixty (60) calendar days after the date set for the receipt of bids.** The successful bidder shall file a payment bond issued by an admitted Surety authorized to conduct

business in the State of California approved by the District.

This is a public works project and the contractor and all subcontractors shall pay all workers on all work performed on this project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to California Labor Code section 1770 et seq. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

At the time of contract award, the contractor shall possess a Class B Contractor's License or a combination of Specialty Contractor's License(s) (C-33) adequate to perform the project. No bid will be accepted from a contractor who has not been licensed in accordance with the California Business and Profession Code at the time the bid is submitted.

The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid or in the bidding process.

Bid Ad Dates:

First Ad date: April 12, 2018

Second Ad date: April 19, 2018

Signed: **Paul Anderson, Executive Director Facilities and Strategic Planning**
NATOMAS UNIFIED SCHOOL DISTRICT
1901 Arena Boulevard, Sacramento, California 95834

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 2
INFORMATION FOR
BIDDERS

INFORMATION FOR BIDDERS

1. Preparation and Availability of Bid Form

The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than **2:00:00 p.m. on April 30, 2018**. Bids shall only be prepared using the copy of the Bid Form included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be received in the Office of Facilities and Strategic Planning for the Natomas Unified School District, located at 1901 Arena Boulevard, Sacramento, California 95834. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. **If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid.**

The District may receive requests for the Contract Documents from plan rooms. Please note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the District to obtain the required Contract Documents and register for participation if they decide to submit a bid for the Project.

QUESTIONS CONCERNING BID DOCUMENTS: Any questions pertaining to the Bid or the Bid documents are to be directed **via e-mail only** to Paul Anderson at panderson@natomasunified.org.

Any clarifications resulting from questions will be distributed to all firms participating in this opportunity who have received a copy of the Bid documents. Questions received after **01:30:00 pm on April 24, 2018 will NOT be addressed**.

2. Bid Security

Bids must be accompanied by a certified check, cashier's check, or bidder's bond (executed by the Bidder as principal and surety as obligor), in the form and content attached hereto, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Natomas Unified School District ("Bid Security").

Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The check or bid bond shall be given as a guarantee that the Bidder shall execute the Contract if it be awarded to the Bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the Bidder. Failure to provide the required documents may result in forfeiture of the Bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible Bidder, or may call for new bids.

3. Faxed and Electronic Mail Bids

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

4. Signing of Bids

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venture or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venture or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venture or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venture or partner on behalf of the joint venture or partnership in its legal name.

5. Modifications

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice to Contractors Calling for Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice to Contractors Calling for Bids.

6. Erasures/Mutilation of Bid Documents

The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within ten (10) days after bid opening.

7. Examination of Site and Contract Documents

Each Bidder shall visit the site(s) of the proposed work and fully acquaint itself with the conditions relating to the construction and labor so that it may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any Bidder to receive or examine any Contract Documents, forms, instruments, addenda, or other documents or to visit the site(s) and acquaint itself with conditions there existing shall in no way relieve any Bidder from obligations with respect to its bid or to the Contract. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a Bid shall be taken as prima facie evidence of compliance with all terms of this section.

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the

District. Such submission, if any, shall be directed **via e-mail only** to Paul Anderson at panderson@natomasunified.org

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has obtained a set of Contract Documents directly from the District. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

7.1 Each Bidder, by making its bid, represents that it has read and understands the Contract and Contract Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

7.2 Each Bidder, by making its bid, represents that it has visited the site(s), review and evaluate the area of the work, and familiarized itself with the local conditions under which the work is to be performed, including sub-surface conditions, as appropriate. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.

7.3 With District's approval, including provision of insurance as required, and after scheduling access with the District, each Bidder may conduct additional site investigations at the Bidder's sole cost.

8. Withdrawal of Bids

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

9. Agreements and Bonds

The Agreement form, which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which will be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Special Conditions.

The Performance Bond must be executed by an admitted surety insurer approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established. The surety insurer must, unless otherwise agreed to by District in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District.

The Payment Bond must be in the amount of one hundred percent (100%) of the total amount payable. Bonds shall be in the form set forth in the Contract Documents.

10. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm, or corporation shall be determined to be nonresponsive.

11. Award of Contract

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the District under California law and the Contract Documents, including the Notice to Contractors Calling for Bids and these Instructions. The District reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between District and Contractor.

The District may reject any bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bid or in the bidding process.

12. Additive and Deductive Items- Method of Determining Basis of Award

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

_____ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

 X (b) The lowest bid shall be the lowest total of the bid prices on the base contract combined with the Allowance.

_____ (c) The lowest bid shall be the lowest total of the bid prices on the base contract with allowance and those additive or deductive items taken in order from a specifically identified list of those items that, when in the bid form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

_____ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible Bidder, the District retains the right to add to or deduct from the Contract any of the additive

or deductive items included in the bid solicitation.

13. Evidence of Responsibility

Upon the request of the District, a Bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's construction experience in the type of work being required by the District, and the Bidder's organization available for the performance of the Contract and any other required evidence of the Bidder's qualifications to perform the Contract. The District may consider such evidence before making its decision awarding the Contract. Failure to submit requested evidence of a Bidder's responsibility to perform the Contract may result in rejection of the Bid.

14. Listing Subcontractors

Each Bidder shall submit in its bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.). Contractor shall provide the address, phone number, and license number of each listed subcontractor. Forms for this purpose are furnished with the Contract Documents.

15. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with District the following certificate prior to performing the work under this Contract:

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 form of such certificate is included as part of the Contract Documents.

16. Insurance Requirements

The successful Bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

17. Contractor's License and Certifications

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract prior to submittal of bid documents. Subcontractors must possess the appropriate licenses for each specialty subcontracted prior to submittal of bid documents. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Bidder must have all certifications and/or factory authorizations required for the project

prior to submittal of the Bid including, but not limited to, the specified manufacturer certifications described in the Special Conditions section of this document. Subcontractors must have all certifications and/or factory authorizations required for each specialty subcontract prior to submittal of the Bid including, but not limited to, the specified manufacturer certifications described in the Special Conditions section of this document.

18. Ethics in Bidding

The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another Bidder on that project (bid shopping). Subcontractors or suppliers should not request information from the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The District will consider any Bidder found to be engaging in such practices to be a non-responsible Bidder and may reject its bid on that ground.

19. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400, except where the District has established a standard that has been approved by the Governing Board, requests for review and evaluation of "or equal" items will be considered. **Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted to Paul Anderson at panderson@natomasunified.org, prior to 1:30:00 pm on April 24, 2018** in order to be considered. After reviewing the request, the District will respond with its decision to all parties who have received bid packages. The District has the right to reject any or all requests for substitutions of equipment, materials, products, things, or services other than what is specified in the bid documents if the District determines that such substitutions are not equal to the equipment, materials, products, things, or services set forth in the Bid. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Bidder stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive.

IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE FOR PROVIDING THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. THE DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

20. Fingerprinting

By law it is the District's responsibility to determine whether a Contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District

considers the totality of the circumstances in order to determine if fingerprinting of employees of a Contractor working on a school site is required. Factors to be considered include the length of time the Contractor's employees are on school grounds, whether students are in proximity with the location where the Contractor's employees are working, and whether the Contractor's employees are working alone or with others. A determination regarding whether fingerprint certification is required is contained in the Special Conditions.

21. Retention

Public agencies generally cannot withhold more than five percent (5%) of the amount to be paid to a contractor for work to be completed unless the project is "substantially complex." The Project is to paint the exterior of Natomas Charter Black Rock campus. The Project will use a five percent (5%) retention.

22. Contractor/Subcontractor Registration and Labor Compliance Monitoring and Enforcement

Except as provided in Labor Code Section 1771.1(a), no Contractor or Subcontractor may be listed on a bid proposal for a public works project or perform work on a public works contract unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor and any Subcontractors engaging in work on the Project are required to review and comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning, for example, the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, and various penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid proposal constitutes the Bidder's representation that it has thoroughly reviewed these statutory and regulatory requirements and agrees to bind every Subcontractor performing work on the Project to these requirements to the extent such requirements are applicable to the Subcontractor's work.

23. Disabled Veteran Business Enterprises

Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is NOT required for this project. Although, minority, women and disabled veteran contractors are encouraged to submit bids.

24. Immigration Reform and Control Act

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

25. Filing of Bid Protests

A bidder may protest the bidding process for the project only by filing a written protest with

the **Executive Director Facilities and Strategic Planning** in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than seventy-two (72) hours after the end of the bid opening; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, bid or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the District may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the District shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the Bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the project.

26. Addendum

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addendum. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an addendum warrants postponement of the bid submission date. Each prospective Bidder shall provide District a name, address, facsimile number and email address to which addenda may be sent, as well as a telephone number by which the District can contact the Bidder. Copies of addenda will be furnished by email without charge to all Bidders who have obtained a copy of the Contract Documents and provided such current information.

Please note: Bidders are responsible for ensuring that they have received any and all addenda. To this end, each Bidder should contact the Office of Facilities and Strategic Planning to verify that he/she has received all Addenda issued, if any, prior to the bid

opening.

27. Submission of Sealed Bids

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bidder's Name
Bid #18-02 MO 002
Natomas Charter School Blackrock Exterior Paint

Only where expressly permitted in the Notice to Contractors Calling for Bids may Bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice to Contractors Calling for Bids. District reserves the right to not accept electronically transmitted bids, where not specifically authorized in the Notice to Contractors Calling for Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

28. Delivery and Opening of Bids

Bids will be received by the District at the address shown in the Notice to Contractors Calling for Bids up to **2:00:00 p.m. PDT on April 30, 2018** The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at **2:30:00 p.m. PDT on April 26, 2018**, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

29. Prevailing Wage

The Project is a public works project subject to prevailing wage requirements. The general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

30. Debarment of Contractors and Subcontractors

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any

public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

31. Sales and Other Applicable Taxes, Permits, and Fees

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

32. Anti-Discrimination

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, pregnancy, physical or mental disability, physical or mental medical condition, veteran status, gender or sexual orientation. All bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the work on the Contract.

33. Public Records

All documents included in the bids become the exclusive property of the District upon submittal to the District. All Bids and other documents submitted in response to the Notice to Contractors Calling for Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A Bidder that indiscriminately marks all or most of its Bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the District in conformity with the California Public Records Act, Government Code §§ 6250 et seq.

34. Drug-Free Workplace Certification

In accordance with the Drug Free Workplace Act of 1990 and California Government Code §§ 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certification concurrently with execution of the Agreement. The successful bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

35. Early Termination

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the Governing Board of the District fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the District may,

upon thirty (30) days' notice, order work on the Project to cease. The District will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 3
CONTRACT BID FORMS

BID FORM AND PROPOSAL

To: Governing Board of the Natomas Unified School District ("District")

From: _____
(Insert Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Contractors Calling for Bids and the Information for Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of the **Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO 002** ("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

BASE BID:

Item A. TOTAL CASH PRICE IN WORDS & NUMBERS:

		,				,				.		
--	--	---	--	--	--	---	--	--	--	---	--	--

_____ Dollars
(In Words-Printed or Typed)

Item B. Owner controlled allowance-Dry Rot or Change Orders CASH PRICE IN WORDS & NUMBERS:

		,	3	0	,	0	0	0	.	0	0
--	--	---	---	---	---	---	---	---	---	---	---

Thirty Thousand _____ Dollars
(In Words-Printed or Typed)

BASIS for AWARD BID Amount: Item A and Item B Combined.

Item A and B Combined: TOTAL CASH PRICE IN WORDS & NUMBERS:

		,				,				.		
--	--	---	--	--	--	---	--	--	--	---	--	--

_____ Dollars
(In Words-Printed or Typed)

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders: **N/A**
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) described in the Contract Documents, and that each Bidder who is awarded a Contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a Contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before the bid opening date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Special Conditions is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:

Bid Bond on the District's form or other security
Designated Subcontractors List
Non-Collusion Affidavit
Project Warranty
8. Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum No. 1 _____ Dated: _____
Addendum No. 2 _____ Dated: _____
Addendum No. 3 _____ Dated: _____
9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal

prosecution.

11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____, 2018

Name of Bidder

Type of Organization

Signature

Signed by

Title of Signer

Address of Bidder

Bidder's Taxpayer Identification No.

Telephone Number

Fax Number

E-mail _____ Website

Contractor's License No(s): No.: _____ Class: _____ Expiration Date:

No.: _____ Class: _____ Expiration Date:

No.: _____ Class: _____ Expiration Date:

If Bidder is a corporation, affix corporate seal.

Name of Corporation:

President:

Secretary:

Treasurer:

Manager:

BID BOND

WHEREAS, _____, as Principal, and _____, as Surety, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Natomas Unified School District ("District"), as Obligee, in the sum of _____ DOLLARS (\$ _____), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the District to perform all Work required for the **Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO 002** as set forth in the Notice to Contractors Calling for Bids and accompanying Contract Documents.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the District and, within the time and in the manner required by the above-referenced Contract Documents, enters into the written form of Contract bound with said Contract Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

The bid security will be held by the District for ten (10) days after the period for which bids must be held open or until posting by the successful bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the bid security will be returned.

In the event suit is brought upon this bond by the District and judgment is recovered, said Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

Principal
By: _____
Signature

Surety
By: _____
Signature

(SEAL)

(SEAL)

DESIGNATED SUBCONTRACTORS LIST

In compliance with the "Subletting and Subcontracting Fair Practices Act," Sections 4100 through 4114 of the California Public Contract Code, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5 %) of the Bidder's Total Bid Price and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.

If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after District approval.

<u>Name and Location</u>	<u>Description of Work</u>
<u>of Subcontractor</u>	<u>to be Subcontracted</u>
Name: _____	_____
Address: _____	_____
Ph: _____ Fax: _____ License No. _____	_____

~~~~~

|                                        |                            |
|----------------------------------------|----------------------------|
| <u>Name and Location</u>               | <u>Description of Work</u> |
| <u>of Subcontractor</u>                | <u>to be Subcontracted</u> |
| Name: _____                            | _____                      |
| Address: _____                         | _____                      |
| Ph: _____ Fax: _____ License No. _____ | _____                      |

~~~~~

Name and Location

Description of Work

of Subcontractor

to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Name and Location

Description of Work

of Subcontractor

to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Name and Location

Description of Work

of Subcontractor

to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Name and Location

Description of Work

of Subcontractor

to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

Name and Location

Description of Work

of Subcontractor

to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

~~~~~  
Name and Location

Description of Work

of Subcontractor

to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ License No. \_\_\_\_\_

~~~~~  
Name and Location

Description of Work

of Subcontractor

to be Subcontracted

Name: _____

Address: _____

Ph: _____ Fax: _____ License No. _____

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, the undersigned declares that he or she holds the position listed below with the bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, 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.

Signature

Typed or Printed Name

Title

Bidder

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn before me
This ____ day of _____, 20____

[Seal]

Notary Public in and for
the State of California

PROJECT WARRANTY

In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

We, the undersigned, do hereby warrant and guarantee all products and services described within which we have provided for:

Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO002

are in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing that proves to be defective in workmanship, material, or function at no expense to the Owner, Natomas Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within seven (7) business days, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective Work, repaired or replaced to be made good, and agree to pay to the Owner upon demand all moneys that the Owner may expend in making good said defective Work, including all collection costs and reasonable attorneys' fees.

Company Name: _____

Signed: _____
(Contractor's signature)

Name: _____
(printed)

Date: _____

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 4
AGREEMENT

AGREEMENT

THIS AGREEMENT is made this _____, 2018 in the County of Sacramento, State of California, by and between the **Natomas Unified School District** (the "District") and _____ (the "Contractor"). The District and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. District is contracting for **Natomas Charter School Blackrock Exterior Paint Bid # 18-02 MO 002** ("Project").
- B. Contractor has been selected as the lowest responsible and responsive bidder for the Project.
- C. District desires that the Contractor complete the Project in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO 002

The project will include, but is not limited to, exterior painting of Natomas Charter School Blackrock Exterior. Scope will include all buildings as specified in BCA Architecture's plans and specifications.

In strict compliance with the Contract Documents as specified in Article 4 below, which shall be free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project.

ARTICLE 2 - TIME FOR COMPLETION. The Contractor shall mobilize and commence work on the Project at the direction of District staff. Time is of the essence for this Contract and the Contractor shall complete the Project within the period specified in the Special Conditions and in accordance with the schedule for the Project developed by the District and the Construction Manager, if applicable. Any additional projects will be coordinated between the District and Contractor. In entering into this Agreement, Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the Project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract. Payment and performance bonds are to be issued each in the amount of one hundred percent (100%) of the total amount payment under the Contract. Contractor shall adjust the payment and performance bonds if outstanding work exceeds the original amount of the bonds.

BASE BID:

Item A. TOTAL CASH PRICE IN WORDS & NUMBERS:

		,				,				.		
--	--	---	--	--	--	---	--	--	--	---	--	--

_____ Dollars
(In Words-Printed or Typed)

Item B. Owner controlled allowance-Dry Rot or Change Orders CASH PRICE IN WORDS & NUMBERS:

		,		3	0	,	0	0	0	.	0	0
--	--	---	--	---	---	---	---	---	---	---	---	---

Thirty Thousand _____ Dollars
(In Words-Printed or Typed)

BASIS for AWARD BID Amount: Item A and Item B Combined.

Item A and B Combined: TOTAL CASH PRICE IN WORDS & NUMBERS:

		,				,				.		
--	--	---	--	--	--	---	--	--	--	---	--	--

_____ Dollars
(In Words-Printed or Typed)

The Contract Price is subject to increases or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid Form and Proposal, as accepted
- Bid Bond
- Designated Subcontractors List
- Non-Collusion Affidavit
- Project Warranty Agreement
- Workers' Compensation Certification
- Performance Bond
- Payment Bond
- Contractor Fingerprinting Certification

Asbestos-Free Materials Certification
Drug-Free Workplace Certification
Bidder's Acknowledgement of Project Schedule
Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
General Conditions
Special Conditions
Drawings and Specifications
Addenda Nos. _____, _____, _____, as issued

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Agreement shall supersede any prior agreement of the Parties.

ARTICLE 5 – CONTRACTOR'S LICENSE. The Contractor must possess throughout the Project the legally-required contractor's license classification for this Project, issued by the State of California, which must be current and in good standing.

ARTICLE 6 – ENTIRE AGREEMENT. The Contract, which consists of all of the documents listed in Article 4 above, constitutes the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE 7 – EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE 8 – EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE 9 – BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

ARTICLE 10 – SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.

ARTICLE 11 – AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Governing Board.

ARTICLE 12 – ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the District.

ARTICLE 13 – WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE 14 – PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 15 – AUTHORITY TO EXECUTE. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

CONTRACTOR:

License No. _____

By _____

Title _____

(Corporate Seal)

DISTRICT:

Natomas Unified School District

By _____

Javetta Cleveland
Deputy Superintendent

Governing Board Date _____, 2018

Agenda Item No. _____

[END OF DOCUMENT]

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 5
PERFORMANCE BOND

**PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)**

WHEREAS the **NATOMAS UNIFIED SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to _____ (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the **Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO 002** (the "Project");

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain Agreement between the Obligee and Contractor dated _____, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Contractor is required by said Contract Documents furnish a bond ensuring the Contractor's prompt, full and faithful performance of the Work under the Contract Documents ("Bond"),

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **NATOMAS UNIFIED SCHOOL DISTRICT** in the sum of dollars, , said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the

Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time specified herein, the Obligee may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Principal and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[Remainder of page intentionally left blank.]

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

Principal/Contractor

By: _____
President

Surety

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged, \$_____.

(The above must be filled in by corporate surety.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On this ____ day of _____, in the year _____, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (surety) and acknowledged to me that he subscribed the name of the _____ (surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires _____.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ Secretary of the corporation named as
principal to the within bond; that _____ who signed
the said bond on behalf of the principal was then _____ of
said corporation; that I know his signature, and his signature thereto is genuine; and that said
bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its
governing Board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

[This space intentionally left blank.]

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 6
PAYMENT BOND

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

WHEREAS, the **NATOMAS UNIFIED SCHOOL DISTRICT** (the "Obligee") has awarded to _____ (the "Principal") a contract for the Work commonly described as the: **Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO 002** (the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated _____, 2018 which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 *et seq.*, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, _____, as Principal, and _____, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto Natomas Unified School District, as Obligee, for payment of the penal sum of dollars, \$(), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its

obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2018 by their duly authorized agents or representatives.

(Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name of Attorney-in-Fact)

(Address)

(Area Code and Telephone Number of Surety)

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 7
GENERAL CONDITIONS

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GENERAL CONDITIONS

Article 1. DEFINITIONS

- a. The "District" and "Contractor" are those mentioned as such in the agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the contract are treated throughout the Contract Documents as if they are of singular number and masculine gender.
- b. "Subcontractor," as used herein, includes one having a direct contract with Contractor who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- c. "Surety" is the person, firm, or corporation, admitted as a California admitted surety that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.
- d. "Provide" shall include "provide complete in place," that is, "furnish and install."
- e. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District is intended, unless stated otherwise.
- f. "Work" of the Contractor or subcontractor includes labor or materials or both.
- g. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.
- h. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the District is required.
- i. Where the word "required" and words of similar meaning are used, it shall mean, "as required to properly complete the work as required by the District," unless stated otherwise.
- j. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
- k. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the District is intended.
- l. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

Article 2. DRAWINGS AND SPECIFICATIONS

- a. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- b. **Interpretations.** Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in the contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:
 1. Special Conditions shall take precedence over General Conditions.
 2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
 3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
 4. With regard to drawings:
 - (a) Figures govern over scaled dimensions;
 - (b) Larger details govern over general drawings;
 - (c) Addenda/change order drawings govern over contract drawings;
 - (d) Contract drawings govern over standard drawings.
 5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- c. Misunderstanding of drawings and specifications shall be clarified by the District, whose decisions shall be final.
- d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

Article 3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of the Work.
- c. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the District Representative such approval as may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. The Project shall be commenced on the date of the award of the Contract and shall be completed by Contractor in the time specified in the Special Conditions. All Contract Documents, including the Contract, the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract must be received by District within five (5) days of Contract award. The District has stipulated in the Bid Form and the Special Conditions the schedule for contract submittals. The District is under no obligation to consider early completion of the Project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the Work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until the Work is completed and accepted. Contractor and his surety shall be liable for the amount thereof.

Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

- b. Contractor shall abide by the District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (e.g., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency as outlined in Exhibit A, for the period of this Contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (e.g., interior work).

Computation of Time / Adverse Weather

The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

- (a) The weather conditions constitute Adverse Weather, as defined herein
- (b) Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;
- (c) The Contractor's crew is dismissed as a result of the Adverse Weather;
- (d) Said delay adversely affects the critical path in the Construction Schedule; and
- (e) The number of days for delay caused by Adverse Weather for the month exceeds the following:

Exhibit A:

January	9	July	0
February	4	August	0
March	4	September	0
April	4	October	3
May	0	November	6
June	0	December	6

If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated in Exhibit A.

The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

The Contract Time has been determined with consideration given to the average climate weather conditions prevailing for the last three years from data obtained from Sacramento Executive Airport.

- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.
- d. **Determining Damages for Delay.** District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.
- e. **Removal or Relocation of Main or Trunkline Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the District of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the Contract discovers any existing main or trunkline utility facilities not identified by the District in the Contract plans or specifications, he shall immediately notify the District and utility in writing. The public utility, where it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out

at Article 40 hereof. Alternatively, the District may make changes in the alignment and grade of the Work to obviate the need to remove, relocate, or temporarily maintain the utility, or the District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility. Further, nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

Article 7. PROGRESS SCHEDULE

- a. Within seven (7) days after the date of the award of the Contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit this schedule for the District's approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule. **The first payment will not be made unless the District has been provided and has accepted the project schedule.**

- b. The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time. Excess time may be picked up with "float time" at the discretion of the District. A "bar chart" in reasonably complete detail shall be adequate in contracts over \$1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. **At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.**

Article 8. CONTRACT SECURITY

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish the District separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the District's approved form.

To the extent, if any, that the Contract price is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent

available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the District may terminate the Contract for cause.

Article 9. ASSIGNMENT

Contractor shall not assign this Contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of the Work called for under said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

Article 10. PROHIBITED INTERESTS

No official of the District and no District representative who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, attorney, engineer or inspector of or for the District who is authorized in such capacity and on behalf of the District to exercise any executive, supervisory or other similar functions in connection with construction of the Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

Article 11. SEPARATE CONTRACTS

District reserves the right to let other contracts in connection with this Work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his Work with theirs.

If any part of Contractor's Work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to District any defects in such work that renders it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his Work, except as to defects which may develop in the other contractor's work after execution of Contractor's Work.

To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District any discrepancy between executed work and the Contract Documents.

Contractor shall ascertain to his own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor

working on project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

Article 12. SUBCONTRACTING

- a. Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the Contract between the contractor and the subcontractor.
- b. District's consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.
- c. Substitution or addition of subcontractors shall be permitted only as authorized in California Public Contract Code Sections 4100 et seq.

Article 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said Work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise substantially violate any provision of the Contract, or (x) if he or his subcontractors should violate any of the provisions of this Contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall be deemed to have ceased and terminated. Upon the termination of the Contract as provided above, District shall immediately serve upon surety and the Contractor written notice of termination stating that the Contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this Contract,

provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this Contract and does not commence performance thereof within seven (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by the Contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the Project Work itself, the surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the Project, and upon request by District, surety shall provide the District with evidence of responsibility of surety's proposed contractor or contractors. District shall be entitled to reject surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are nonresponsible. If surety provides District written notice of its intention to take over and perform this Contract, within fourteen (14) days of such written notice of intent to take over and perform, surety or its chosen contractor or contractors (if such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Article 7 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of surety or surety's contractor or contractors' takeover and performance. If the District takes over the Work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the Work and necessary therefore.

If the unpaid balance of the Contract price exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by District.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

Article 14. GUARANTEE

Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. So long as District forwards written notification of any warranty item to Contractor within the warranty period, Contractor's obligation to correct the warranty item continues until the correction is made. In the event of failure of the Contractor to repair a defect within seven (7) days after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor who shall pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

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

Article 15. NOTICE AND SERVICE THEREOF

- a. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
 1. If notice is given to District, by personal delivery thereof to District's representative or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or District, postage prepaid and registered;
 2. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of the Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;
 3. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
 4. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 16. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or anyone not skilled in work assigned to him.
- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of District.

- c. The District reserves the right to request that the Project Supervisor be replaced immediately.

Article 17. WAGE RATES, PAYROLL RECORDS AND DEBARMENT

- a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- b. **The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.**
- c. As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board members, and its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the Prevailing Wage Laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.
- d. Accurate payroll records shall be kept by the Contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.

e. It shall be the responsibility of Contractor to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. Labor Code section 1776 provides in relevant part,

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

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

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section."

- f. Debarment. The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

Article 18. APPRENTICES

- a. Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

Article 19. HOURS OF WORK

- a. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- b. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- c. The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one

calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

- d. Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to District. Refer to Special Conditions for information on specific time-of-day and weekend hour restrictions which apply to this Contract.

Article 20. WORKERS' COMPENSATION INSURANCE

- a. The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of his employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the workers' compensation statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
 - 1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:
 - (a) The Voluntary Compensation Endorsement; and
 - (b) Broad Form All States Endorsement; and
 - (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the Work under this Contract; and
 - (d) Waiver of Subrogation Endorsement.

Article 21. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this Contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

- b. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.
- c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- d. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, and the District's consultants, individually and collectively, as additional insureds using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.
- e. The coverage afforded by the additional insured endorsement described in paragraph (d) above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing to such coverage.
- f. Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.
- g. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 25 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs (d) and (e), above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.
- h. Contractor and District release each other, and their respective authorized representatives, from any Claims (as further defined in Article 25), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a

standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.

- i. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - 1. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
 - 2. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
 - 3. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
 - 4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- j. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and District may, at its option, terminate the Contract for any such default by Contractor.
- k. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.
- l. District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- m. All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

Article 22 AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of at least one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

Article 23 BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

- a. It is the Contractor's responsibility to maintain or cause to be maintained builder's risk insurance or applicable installation coverage on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. District accepts no responsibility until the Contract is formally accepted by the Governing Board for the Work. The Contractor is required to file with the District a certificate evidencing builder's risk or applicable installation of not less than the amount identified in the Special Conditions insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 2. Coverage shall include all materials stored on site and in transit.
 3. Coverage shall include Contractor's tools and equipment.
 4. Insurance shall include boiler, machinery, and material hoist coverage.
- c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

Article 24 PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its directors and officers, employees, agents or representatives shall be named as additional insureds and a waiver of subrogation shall be provided in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or stop the Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing the coverage set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Contract

until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance, including all endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- c. It is understood and agreed to by the parties hereto and the insurance company(ies), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The District reserves the right to adjust the monetary limits of insurance coverage during the term of this Contract, including any extension thereof, if in the District's reasonable judgment the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

Article 25 INDEMNIFICATION

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

Article 26 LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of the Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in the Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.

- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 27 PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under the jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

Article 28 INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees.

Article 29 EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District, unless otherwise specified.

Article 30 SURVEYS

Surveys to determine location of property lines and corners will be supplied by the District. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

Article 31 EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

Article 32 PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

Article 33 MATERIALS

- a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he 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 premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due to Contractor in the hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

Article 34 SUBSTITUTION AFTER CONTRACT IS AWARDED

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

- b. Refer to Section 19 of the Information for Bidders.

Article 35 SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own Work or in that of any other contractor, subcontractor, District, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall advise District immediately, if District has not checked and approved with reasonable promptness, such schedules and drawings for conformance with the design concept of the Project and compliance with information given in the Contract Documents. Contractor shall make any corrections required by District, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. District's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the District's attention to such deviations at time of submission and has secured his written approval. The District's approval of such drawings and schedules also shall not relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the Work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the District's professional judgment to permit adequate review.

Article 36 SUBMITTALS

- a. Contractor shall furnish for approval, within seven (7) days following award of the Contract, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by District within a reasonable time period so as not to cause delays on the Project.
- c. This provision shall not authorize any extension of time for performance of this Contract. The District representative will check and approve such samples only for conformance with the design concept of the Work and for compliance with information given in Contract Documents. Work shall be in accordance with approved samples. District action will be taken within ten (10) calendar days after receiving such samples and submittals. If in the District's professional judgment ten (10) days is an insufficient amount of time to permit adequate review, District shall, within the initial ten (10) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

- d. If the District's response results in a change in the Project, then such change shall be effected by a written change order.

Article 37 CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

Article 38 COST BREAKDOWN AND PERIODICAL ESTIMATES

- a. Contractor shall furnish on forms approved by District:
 - 1. Within ten (10) calendar days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price; and
 - 2. A periodical itemized estimate of work done for the purpose of making partial payments thereon;
 - 3. Within ten (10) calendar days of request by District, a schedule of estimated monthly payments which shall be due him under the Contract.
- b. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

Article 39 PAYMENTS AND RETENTION

- a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven (7) days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such Work or from enforcing each and every provision of this Contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for Work performed so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains uncompleted with.
- b. The final payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the Work, provided however, that in the event of a dispute between the District and the

Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 2. The acceptance by the public agency, or its agent, of the work of improvement. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.
 3. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.
 4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.
- c. This Contract is subject to the provisions of Public Contract Code section 7107.
- d. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.
- e. Whenever any part of the Work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the Project.

Article 40 PAYMENTS WITHHELD

In addition to amounts which the District may retain under other provisions of the Contract Documents, the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Payment Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.

- d. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean-up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquated damages.
- l. Legally permitted penalties.
- m. Allowances that have not been used

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under the Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 41 CHANGES AND EXTRA WORK

SECTION 15: CHANGES TO THE WORK

a. No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the DISTRICT as herein provided. DISTRICT shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the DISTRICT'S governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time is duly adjusted in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the DISTRICT for professional services and DSA fees and /or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

b. Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

c. Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the DISTRICT in advance of the Work by Contractor. In the event that Contractor proceeds with any change in Work without a Change Order executed by the DISTRICT or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by DISTRICT in an executed Change Order.

d. Contractor understands, acknowledges, and agrees that the reason for DISTRICT authorization is so that DISTRICT may have an opportunity to analyze the Work and decide whether the DISTRICT shall proceed with the Change Order, proceed without a Change Order, or alter the Project so that a change in Work becomes unnecessary.

e. Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve: (a) any adjustment in the Contract Price, (b) an extension of the Contract Time, or (c) a change that is inconsistent with the intent of the Contract Documents. These changes shall be effectuated by executed Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

h. Change Orders

A Change Order is a written instrument prepared and issued by the DISTRICT and/or the Architect and signed by the DISTRICT (as authorized by the DISTRICT's Board of Trustees), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

- h.01 A description of a change in the Work;
- h.02 The amount of the adjustment in the Contract Price, if any; and
- h.03 The extent of the adjustment in the Contract Time, if any.

i. Construction Change Directives

A Construction Change Directive is a written order prepared and issued by the DISTRICT, the Construction Manager, and/or the Architect and signed by the DISTRICT and the Architect, directing a change in the Work. The DISTRICT may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment of the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

- i.01** The DISTRICT may issue a Construction Change Directive (CCD) in the absence of agreement of the terms of a Change Order.
- i.02** All requirements regarding direct cost for labor, labor burden, material equipment, and markups on direct costs for overhead and profit described in this section shall apply to CCD. However, the DISTRICT will only pay for actual costs verified in the field by the DISTRICT or its authorized representative(s) on a daily basis.
- i.03** The Contractor shall be responsible for all cost related to the administration of CCD. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer CCD, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.
- i.04** The Contractor shall notify the DISTRICT or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the CCD. Furthermore, the Contractor shall notify the DISTRICT when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the DISTRICT. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the DISTRICT regarding the commencement of CCD, or exceeding the force account budget.
- i.05** The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily CCD report on a form supplied by the DISTRICT no later than 5:00 pm each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the CCD work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed.

The DISTRICT will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The DISTRICT will not sign, nor will the Contractor receive compensation for work the DISTRICT cannot verify. The Contractor will provide a weekly CCD summary indicating the status of each CCD in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the Work.

- i.06** In the event the Contractor and the DISTRICT reach a written agreement on a set cost for the Work while the Work is proceeding based on a CCD, the Contractor's signed daily CCD reports shall be discontinued and all previously signed reports shall be invalid.

j. Price Request

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the DISTRICT and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

k. Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specification, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

I. Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the DISTRICT and the Architect issue a Change Order based upon a proposed change to the Work.

I.01 A PCO shall include breakdowns and backup documentation sufficient in the DISTRICT's judgment to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

I.02 A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not include the number of days to make the proposed change, but must be based upon the impact to the Critical Path on the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined" is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

I.03 If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and /or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the DISTRICT's satisfaction, demonstrates that the unknown and /or unforeseen condition(s) were actually unknown and /or unforeseen and that the condition(s) were reasonably unknown and /or unforeseen. If not, the DISTRICT shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and /or Contract Time based on the PCO.

I.04 In submitting a PCO, Contractor certifies and affirms that the cost and/or time requested is submitted in good faith, that the cost and/or time requested is accurate and in accordance with the provision of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

m. Format for Proposed Change Order

The following format shall be used as applicable by the DISTRICT and the Contractor (e.g. Change Orders, PCOs) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

Format for Subcontractor

0

Cost Break down

Provided by :
NUSD

Only Update the fields in light blue do not Update any other fields

Date:
Attachment to

0

Sub #1
Name

New Charges

<u>Description</u>	<u>Units</u>	<u>Unit prices</u>
Materials attached		0.00
Panels		0.00
Brackets		0.00
Concrete		0.00
Wire		0.00
Sub Total Of Materials		0.00
Mark up 10%		0.00
Sub Total Of Materials		0.00
Tax 8.50%		0.00
Sub Total Of Materials		0.00

Deduction

<u>Description</u>	<u>Units</u>	<u>Unit prices</u>	<u>Difference</u>
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
Sub Total Of Materials		0.00	0.00
Mark up 10%		0.00	0.00
Sub Total Of Materials		0.00	0.00
Tax 8.50%		0.00	0.00
Sub Total Of Materials		0.00	0.00

Equipment

<u>Type</u>	<u>Number of Units</u>	<u>Rate per unit</u>
		0.00
		0.00
		0.00
		0.00
Sub Total Equipment		0.00
Sub Mark Up 10%		0.00
Sub Total Of Equipment		0.00

Equipment

<u>Type</u>	<u>Number of Units</u>	<u>Rate per unit</u>	<u>Difference</u>
	0	0.00	0.00
		0.00	0.00
	0	0.00	0.00
	0	0.00	0.00
Sub Total Equipment		0.00	0.00
Sub Mark Up 10%		0.00	0.00
Sub Total Of Equipment		0.00	0.00

Labor

<u>Hours</u>	<u>Per Hour</u>
Plumber Journeyman	0.00
Plumber Apprentice	0.00
Underground asst Plumber	0.00
Glazier	0.00

Labor

<u>Hours</u>	<u>Per Hour</u>	<u>Difference</u>
	0.00	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00

Sub total Labor	0.00	Sub total Labor	0.00	0.00
Sub Mark Up 10%	0.00	Sub Mark Up 10%	0.00	0.00
Sub total Labor	0.00	Sub total Labor	0.00	0.00
Freight		Freight	0.00	0.00
Grand Total of new charges from Sub	0.00	Grand Total of Deductions from Sub	0.00	0.00

Total For Sub-Contactor after deductions	\$	-
General Contractor Mark-up 5%	\$	-
Total Of This Change Order	\$	-



Format for General Contractor

BOARD OF TRUSTEES

B. Teri Burns
 Scott Dosick
 Micah Grant
 Susan Heredia
 Lisa Kaplan

Chris Evans, Superintendent

Project Name Here

0 Cost Break down

Provided by : NUSD

Date:

Attachment to

0

Contractor Name Here

Only Update the fields in light blue do not Update any other fields

General Contractor

New Charges

Deduction

Difference

<u>Description</u>	<u>Units</u>	<u>Unit prices</u>	<u>Description</u>	<u>Units</u>	<u>Unit prices</u>	<u>Difference</u>
Pipe		0.00	pipe		0.00	0.00
		0.00			0.00	0.00
		0.00			0.00	0.00
		0.00			0.00	0.00
Sub Total Of Materials		0.00	Sub Total Of Materials		0.00	0.00
Mark up 10%			Mark up 10%		0.00	0.00
Sub Total Of Materials		0.00	Sub Total Of Materials		0.00	0.00
Tax 8.50%		0.00	Tax 8.50%		0.00	0.00
Sub Total Of Materials		0.00	Sub Total Of Materials		0.00	0.00

Equipment

Equipment

Difference

<u>Type</u>	<u>Number of Units</u>	<u>Rate per unit</u>	<u>Type</u>	<u>Number of Units</u>	<u>Rate per unit</u>	<u>Difference</u>
		0.00		0	0.00	0.00
		0.00		0	0.00	0.00
		0.00		0	0.00	0.00
Sub Total Equipment		0.00	Sub Total Equipment		0.00	0.00
Sub Mark Up 10%		0.00	Sub Mark Up 10%		0.00	0.00
Sub Total Of Equipment		0.00	Sub Total Of Equipment		0.00	0.00

Labor

Labor

Difference

Master installer		0.00	Master installer		0.00	0.00
Inside wireman		0.00	Inside wireman		0.00	0.00
Carpenter		0.00	Carpenter		0.00	0.00
Ironworker		0.00	Ironworker		0.00	0.00

Sub total Labor	0.00	Sub total Labor	0.00	0.00
Sub Mark Up 10%	0.00	Sub Mark Up 10%	0.00	0.00
Sub total Labor	0.00	Sub total Labor	0.00	0.00
Freight	0.00	Freight		0.00
Grand Total of new charges from Sub	0.00	Grand Total of Deductions from Sub	0.00	0.00

Total For Contactor after deductions	0.00
Bond Expense 2.00%	0.00
Total Of This Change Order	0.00

<u>Sub #1 Totals</u>		<u>Total Change Order</u>		<u>Bond %</u>
Subcontractor	0.00	Bond Mark Up on sub	0.00	2%
General Mark-up	0.00	General Mark Up on subs	0.00	
Total Page 3	0.00	General Change order	0.00	
<u>Sub #2 Totals</u>		Bond Mark Up on General	0.00	2%
Subcontractor	0.00	General		
General Mark-up	0.00	Totals	0.00	
Total Page 4	0.00	Subcontractor	0.00	
			0.00	

m.01 Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field of labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Natomas Unified uses a burden rate of 23% above prevailing wage to calculate final labor rates prior to overhead/profit. Labor costs shall exclude costs incurred by the Contractor in preparing estimates of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent.

m.02 Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of material may include reasonable costs of transportation from a source closest to the Site of Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the DISTRICT. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefore shall not exceed the current wholesale price for such material. If, in the reasonable opinion of the DISTRICT, the costs asserted by the Contractor for materials in connections with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the DISTRICT's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The DISTRICT may elect to furnish materials for the change in the Work, in

which case even the Contractor shall not be compensated for the Costs of furnishing such materials or any mark-up herein.

m.03 As a precondition for the DISTRICT's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site for the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The Foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the DISTRICT, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. There shall be no additional compensation for equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributor or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the DISTRICT, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuels, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

m.04 The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, and general field and home office expenses.

n. **Change Order Certification**

All Change Orders and PCOs must include the following certification by the Contractor:

n.01 The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specific for each item and as to the extension of time allows, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specific of the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et. seq. It is understood that the changes herein to the contract shall only be effective when approved by the governing board of the DISTRICT.

n.02 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

o. **Determination of Change Order Cost**

The amount of the increase or decrease of the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the DISTRICT's discretion:

o.01 DISTRICT acceptance of a PCO;

o.02 By unit prices contained in Contractor's original bid;

o.03 By agreement between DISTRICT and Contractor.

p. Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any may be used in DISTRICT's discretion calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five (5%) total profit on Subcontractor performed work and minimum of ten percent (10%) on self-performed work and overhead to be deducted with the amount of the work of the Change Orders). If Subcontractor work is involved, Subcontractors shall also include a minimum of ten percent (10%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from the provision shall not be allowed.

q. Discounts, Rebates and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount hereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition or omission in the Work as provided herein.

r. Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the DISTRICT, including without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the DISTRICT on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the DISTRICT, the Architect, or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason to maintain or make available for inspection, review and/or reproduction of such records, the DISTRICT's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive and dispositive upon Contractor.

s. Notice Required

If Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the DISTRICT pursuant to the provisions herein, including the Section on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract time resulting from such claim shall be authorized by a Change Order.

Article 42 DEDUCTIONS FOR UNCORRECTED WORK

If District deems it inexpedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

Article 43 PAYMENTS BY CONTRACTOR

Contractor shall pay:

- a. For all transportation and utility services, not later than the twentieth (20th) day of the calendar month following that in which such services are rendered,
- b. For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project and balance of cost thereof not later than the thirtieth (30th) day following completion of that part of Work in or on which such materials, tools, and equipment are incorporated or used, and
- c. To each of his subcontractors, not later than the fifth (5th) day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

Article 44 CONTRACTOR'S SUPERVISION

- a. Unless personally present on the premises where the Work is being done, Contractor shall keep on the Work, during its progress, a competent full-time job (project) superintendent satisfactory to District. The job superintendent shall not be changed except with the written consent of the District unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. The job superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.
- b. Contractor shall give efficient supervision to the Work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to District any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the Contract Documents or other instructions by the District.

Article 45 INSPECTOR'S FIELD OFFICE

Contractor may be required to establish a field office, at the District's discretion.

When required by provisions set forth in the bid documents:

- a. Contractor shall provide for the use of the inspector a separate trailer or temporary private office of not less than seventy-five square feet of floor area to be located as directed by the inspector and to be maintained until removal is authorized by District. The field office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, a fax machine and use of an on-site copier at Contractor's expense.

- b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these Contract Documents. However, in the event of conflicts between this section and other provisions of these Contract Documents, this section shall prevail.

Article 46 DOCUMENTS ON WORK

- a. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, which are a part of Contract Documents, on the job at all times. Said documents shall be kept in good order and shall be available to the District and District representative. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.
 - a. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request by the District.

Article 47 RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall maintain a clean, undamaged set of Contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or the District. Contractor shall mark the set to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.
- c. At the end of the Project, the Contractor shall provide the District representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or District.

The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

Article 48 UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the Work. Upon completion of the Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When the District begins using the Project, charges over and above power actually used for construction will be the responsibility of the District.
- d. If the Contract is for construction in existing facilities, Contractor may, with written permission of the District, use the District's existing utilities by making prearranged payments to the District for utilities used by Contractor for construction.

Article 49 SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other sanitary facilities required by CAL-OSHA shall be the responsibility of the Contractor.

Article 50 TRENCHES AND EXCAVATION

- a. Trenches and Excavations Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the site prior to the commencement of any excavation.
- b. Trenches and Excavations Deeper than Four Feet. If Work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, 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 from those indicated, including geological, soils, or water table issues that impede construction or increase the construction cost.
- 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in these General Conditions. If asbestos-related work or hazardous substance removal is required that is not disclosed in the Contract Documents, such work shall be performed pursuant to a contract separate from any other Work to be performed as required by Section 25914.2 of the Health and Safety Code, as may be amended from time to time.

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, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

Article 51 PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence arising from or in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the Work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to the District by Contractor.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without

appeal, if so authorized or instructed by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
 - 1. Enclose the working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which so as to not interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the building area over a route designated by the District.
 - 4. When directed by the District, take preventive measures to eliminate objectionable dust.
 - 5. Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of District. Contractor shall not unreasonably encumber the premises with his materials. Contractor shall enforce all instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on the construction site.
 - 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

Article 52 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the District. Any required "as-built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the District.

Article 53 REMOVAL OF HAZARDOUS MATERIALS

- a. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the Contract Documents, the District shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.

- b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and District in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by resolution pursuant to Article 71.

Article 54 CUTTING AND PATCHING

- a. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as District may direct.
- b. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of the District.

Article 55 CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. Contractor shall not leave debris under, in, or about the premises. Upon completion of the Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from the site. See Special Conditions for additional requirements and instructions.

Article 56 CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Contractor shall promptly remove from the premises all Work condemned by District as failing to conform to the Contract Documents, whether incorporated or not. Contractor shall promptly replace and re-execute his own Work to comply with contract documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If Contractor does not remove such condemned Work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 57 ACCESS TO WORK

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

Article 58 OCCUPANCY

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of the Work covered by this Contract.

Article 59 DISTRICT'S INSPECTOR

- a. If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.
- b. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of Work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or District shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his employees accordingly.

Article 60 TESTS AND INSPECTIONS

- a. If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or approved, Contractor shall provide the District Representative at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
 - a. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
 - b. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
 - c. In advance of the manufacturing of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

- d. If the manufacturing of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- e. Reexamination of the Work may be ordered by the District. If so ordered, the Work must be uncovered or deconstructed by Contractor. If the Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

Article 61 SOILS INVESTIGATION REPORT

Unless otherwise specifically provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this Contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the Contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by the District or its representatives that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, no representation is made by the District or its representatives that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine the means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Work shall be governed by provisions of the General Conditions of the Contract for unforeseen conditions.

Article 62 DISTRICT'S STATUS

- a. In general and where appropriate and applicable, the District's Executive Director of Facilities & Strategic Planning shall be the District's representative during the construction period and shall observe the progress and quality of the Work on behalf of the District. He shall have the authority to act on behalf of District only to the extent expressly provided in the Contract Documents. After consultation with the Inspector and after using his best efforts to consult with the District, the District shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Contract Documents.

- b. Contractor further acknowledges that the District shall be, in the first instance, the judge of the performance of this Contract.

Article 63 DISTRICT'S DECISIONS

Contractor shall promptly notify the District in writing if the District fails within a reasonable time, to make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Work.

Article 64 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

Article 65 LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

Article 66 ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 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 the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 67 SUBSTITUTION OF SECURITY

- a. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the Contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:
 - 1. The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.
 - 2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.

3. The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:
 - (a) The amount of securities to be deposited,
 - (b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - (c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop payment notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,
 - (d) Decrease in value of securities on deposit,
 - (e) The termination of the escrow upon completion of the contract.
4. The Contractor shall obtain the written consent of the surety to such agreement.
5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

Article 68 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- a. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this Contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

- d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with the Permit.

Article 69 RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS

- a. For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").
- b. For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the Contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.
- c. Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- d. Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant 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. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, including time utilized by the meet and confer process.

- e. If a civil action is filed to resolve claims, within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- f. If the matter remains in dispute, 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 of 1986 (title 4 [commencing with section 2016.010] of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.
- g. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. 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. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.
- h. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 70 RESOLUTION OF CONSTRUCTION CLAIMS

- a. If a dispute arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 72. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.
- b. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.

- c. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").
- d. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- e. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
- f. At least ten (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.
- g. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.
- h. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.
- i. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.
- j. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.
- k. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise

agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.

- I. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.
- m. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.
- n. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 71 GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in Sacramento County.

Article 72 FINGERPRINTING

The determination of fingerprinting requirements are set forth in the Special Conditions.

- (a) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving **More than Limited Contact with Students**.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee; and (d) Contractor and Contractor's employees shall not use student restroom facilities;

- (b) **Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.**

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

Article 73 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolutions and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

Article 74 NO ASBESTOS

- a. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.
- b. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
 4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- c. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its District and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

Article 75 LABOR COMPLIANCE MONITORING AND ENFORCEMENT

- a. Contractor/Subcontractor Registration. A Contractor or Subcontractor shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any bid proposal submitted and any contract for public works. The District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.
- b. Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.
- c. Contractor shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

Article 76 NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this Contract, and the District may charge back to the Contractor the cost of any such notification.

Article 77 DRUGS, TOBACCO, ALCOHOL, ANIMALS

The Contractor shall prohibit and take all steps necessary to ensure that its and its subcontractors' employees do not possess, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project site. The Contractor shall take all necessary steps to ensure that its and its subcontractor's employees comply with all applicable District policies and directives relating to appearance and behavior on school sites and/or District property. The Contractor shall prohibit and prevent its employees and subcontractor's employees from bringing any animal onto the Project.

END OF GENERAL CONDITIONS DOCUMENT

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 8
SPECIAL CONDITIONS

SPECIAL CONDITIONS

- A. **Time of Performance.** The Contractor shall mobilize and commence work at the direction of District staff. The Contractor shall complete the project within the period specified in the Special Conditions and in accordance with the schedule for the Project developed by the District for the Project, if applicable. In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the Project.

Work under this Contract shall be scheduled and coordinated in compliance with the following:

1. The anticipated date of the award of the Contract is **May 9, 2018.**
2. Bid submittals are due on **April 30, 2018 at 2:00:00 pm PDT.**
3. **Substitutions to Specified Materials, Processes, or Articles Prior to Bid Submittal:** Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted, in writing, to the District. After reviewing the request, the District will respond with its decision to all parties who have received a bid package. The District has the right to reject any or all requests for substitutions of equipment, materials, or products other than what is specified in the bid documents. The Bidder shall bear all of the District's costs associated with the review of substitution requests.
4. Work shall begin immediately following award of the Contract, or as directed by the Executive Director Facilities and Strategic Planning.
5. Contractor shall complete work under this agreement as identified in the Scope of Work and Drawings and Specifications, or as arranged by the Executive Director Facilities and Strategic Planning.
6. The Contractor acknowledges that it fully understands the Project work to be performed has been scheduled by the District for a specific time period. In addition the Contractor acknowledges that it fully understands that scheduling has been established for this Project in order to promote the best usage of school facilities and to timely provide an appropriate learning environment for students to the fullest extent possible. With these understandings in mind, pursuant to Article 13 of the General Conditions regarding the District's Right to Terminate Contract, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide all submittals in the time specified and identified. Furthermore, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide a full work crew or properly skilled workers with proper and sufficient materials and equipment from the first day of Project work scheduled, or such Project work start date as shall be otherwise specified in writing by District.

If the site will not be available immediately after award of the Contract, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.

- B. **Future Work:** All future work awarded from this bid shall be coordinated with the District's Executive Director Facilities and Strategic Planning or his designee and the

Contractor. No work shall be started until scheduling has been agreed upon by all parties.

- C. **Liquidated Damages – Contract Submittals:** If the executed Contract and required bonds and certificates of insurance are not received by the District within five (5) day of Contract award, the agreed liquidated damages established in Article 6 of the General Conditions is **Five Hundred Dollars (\$500.00) per calendar day** for each calendar date the start date is delayed.

Liquidated Damages – Time of Completion: If work under this Contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 6 of the General Conditions is **Five Hundred Dollars (\$500.00) per Calendar day** for each calendar day completion is delayed.

- D. **Documents Furnished.** The number of copies of Drawings and Specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is one (1). The cost for additional copies of the drawings shall be borne by the Contractor.
- E. **Bonds.** Contractor shall provide (i) a bid bond or cashier's check payable to Natomas Unified School District in the amount not less than the total amount of the bid; (ii) a payment bond in the amount of one hundred percent (100%) of the total amount of the Contract Price or as specified in the Information for Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the Contract Price or as specified in the Information for Bidders.
- F. **Insurance.** As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance.

with a combined single limit per occurrence of not less than \$1,000,000

OR

Commercial General Liability and Property Damage Insurance

(including automobile insurance) which provides limits of not less than:

- | | |
|--|-------------|
| (a) Per occurrence (combined single limit) | \$1,000,000 |
| (b) Project Specific Aggregate (for this project only) | \$2,000,000 |
| (c) Products/Completed Operations | \$1,000,000 |
| (d) Personal & Advertising Injury limit | \$1,000,000 |

AND

Builder's Risk (or Course of Construction Coverage) Applicable/Fire Insurance

Project Replacement Value at 100% (One Hundred Percent) (see Article 23 of General Conditions).

Insurance Covering Special Hazards: The following special hazards shall be covered in addition to the above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in the amount of	\$1,000,000
Material hoist where used in the amount of	\$1,000,000
Explosion, collapse & Underground (XCU) coverage	\$1,000,000
Excess Liability Insurance coverage in the amount of	\$1,000,000

Additional Insurance: As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain Worker's Compensation Insurance (Article 20 of General Conditions) and Automobile Liability Insurance (Article 22 of General Conditions).

Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Governing Board, and the officers, agents, employees and volunteers of District, the State Allocation Board if applicable, the Construction Manager, and the Construction Manager's consultants, individually and collectively, as additional insureds (see General Conditions).

G. **Executed Copies:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is two (2).

H. **License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification(s), including but not restricted to: **B - General Building Contractor; or a combination of Specialty Licenses adequate for the work.**

I. **Certification Requirements:** When specified in the bid documents, the Contractor or subcontractor must be certified by the factory or manufacturer to install equipment or other products. Such certifications must be obtained prior to submittal of the bid.

J. **Fingerprinting:**

Pursuant to the provisions of Article 74 of the General Conditions, the District Determination of Fingerprinting Requirement Application is as follows:

a. The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees:

1. **X** are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 73 of the General Conditions. Fingerprinting and criminal background checks are required for this project.

2. _____ are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 74 of the General Conditions.

K. **Cleaning Up:** Pursuant to the specific provisions of Article 55 "Cleaning Up" of the General Conditions, the Contractor is responsible at all times to keep the premises free from debris, waste, rubbish and excess materials and dispose of it in disposal site in accordance with provisions of existing law. The Contractor acknowledges and understands that the Project work hereunder is to be performed on existing and functioning school facilities. The Contractor hereby acknowledges and agrees that if and/or when the Contractor fails to fulfill its clean-up responsibility on a daily basis, the District will undertake to authorize additional regular work or overtime work by its own maintenance and/or custodial employees to keep the premises free from debris, waste and rubbish by authorizing regular and/or overtime work for its maintenance and/or custodial employees. This work time shall be charged back to the Contractor and deducted from the Contractor's progress payments and/or final payment at the rate of **\$29.00 per hour for regular time and \$43.00 per hour for overtime**. The Contractor will not be notified in advance of any such cleanup of the premises to be performed by the District's employees unless the number of hours required in any work week for such cleanup of the premises by District employees is both anticipated and estimated by the District to exceed five (5) total weekly hours of either the regular or overtime rates specified herein or the combined regular and overtime rates specified herein.

L. **Inspector's Field Office:** Not applicable to this project.

M. **Time of Work Restrictions.** The worksites will be available:

After hours and weekend work can occur after 3:30 to 7:00 pm Monday through Friday and 7:00 am to 7:00 pm Saturday from May 10 to June 9. Monday through Saturday, from 7AM to 7 PM, From June 10 to July 31, 2018. This schedule is subject to change as the needs of the District require, and would be scheduled with the Executive Director Facilities and Strategic Planning or his designee.

SCOPE OF WORK

Base Bid Scope-The Natomas Unified School District is seeking bids for, exterior painting of Natomas Charter School campus at Blackrock. Paint all buildings per BCA Architecture's plans and specifications.

PROJECT SCHEDULE

Anticipated Start Date: **May 10, 2018**

Completion Date: **July 31, 2018**

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 9
BID SPECIFICATIONS

These were distributed via email to all eligible contractors as well as posted on the Districts website.

NATOMAS UNIFIED SCHOOL DISTRICT

Natomas Charter School Blackrock Exterior Paint
Bid # 18-02-MO 002

SECTION 10
CERTIFICATIONS

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Name

Title

Company

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **NATOMAS UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District" and

(hereinafter referred to as the ("Contractor") for the **Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO 002** Project (hereinafter referred to as the "Project." This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency under California law and requires all contractors on public works projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision A, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

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

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

Executed on this _____ day of _____,
20____ at _____.

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the **Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO 002** (the "Project"), and submitted it to the **NATOMAS UNIFIED SCHOOL DISTRICT** (the "District" on behalf of _____ (the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

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

Executed on this _____ day of _____,
20_____ at _____.

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

CONTRACTOR FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the Natomas Unified School District ("District") as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with _____ pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE

Natomas Charter School Blackrock Exterior Paint Bid # 18-02-MO 002

The undersigned acknowledges that he/she has carefully and thoroughly reviewed the Project Schedule, included herein and made a part of the Contract Documents.

The undersigned fully understands the manpower requirements necessary to complete the project in accordance with the Project Schedule and agrees to furnish all labor, materials and equipment necessary, upon District acceptance of bidder's proposal, to fully comply with this schedule. The undersigned agrees to comply with any and all adjustments to the schedule, as may be directed by the District or its representative, and which may be required to ensure project completion as stipulated in the Contract Documents.

The undersigned acknowledges that failure to comply with the above could result in delays to other contractors, whose bona fide and substantiated cost impacts due to said delays may be borne by the undersigned.

ACKNOWLEDGED AND AGREED:

DATE: _____

CONTRACTOR

BY: _____
Signature

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Use of premises.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.
 - 7. Pollution Control.
 - 8. Storm Water Pollution Prevention Plan.
 - 9. Lead-Containing materials.
 - 10. Additional DSA requirements.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
 - 2. Division 1 Section "Closeout Procedures" for mechanical and electrical Title 24 Certificate of Acceptance requirements.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Natomas Charter School - Exterior Paint.
- B. Project Location: 4600 Blackrock Dr., Sacramento, CA 95835
- C. Owner: Natomas Unified School District.
- D. Architect: BCA.
- E. The Work consists of the following:
 - 1. The Work includes painting.
 - 2. The intent of these drawings and specifications is that the alteration, rehabilitation or reconstruction is to be in accordance with Title 24, California Code of Regulations. Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the contract documents wherein the finished work

will not comply with Title 24, California Code of Regulations, a Construction Change Document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by Division of the State Architect before proceeding with the repair work.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 WORK PHASES

- A. The Work shall be conducted in single phases as indicated on Drawings.

1.6 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours:
 - 1. Work shall be generally performed inside the existing building during normal business working hours of 8 a.m. to 5 p.m., Monday through Friday, except otherwise indicated.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI's MasterFormat 2004 numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words

shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.9 POLLUTION CONTROL

- A. Provide positive methods, means and facilities required to prevent contamination of the soil, water or atmosphere by the discharge of noxious substances from the construction operations.

1.10 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

- A. The contractor shall submit a Storm Water Pollution Prevention Plan for approval by the City's Public Works and Community Development Departments. The plan shall show erosion control measures and indicate locations of staging, fueling, equipment and employee parking, and storage/stockpile locations. Locations for concrete washout shall be shown, as well as gravel site entrances and/or metal grates to keep soil from being deposited on City streets. The plan shall note that street sweeping shall occur as often as necessary, to ensure that no dirt or dust will remain on City streets. Drip pans shall be used under parked equipment and visqueen shall be shown on the plan to protect the soil in the fueling area. Only minor vehicle maintenance shall occur on-site. Maintenance shall occur in the fueling area and soil shall be protected by drip pans and visqueen.
- B. Prepare a Storm Water Pollution Prevention Plan (SWPPP) and file a Notice of Intent with the State Water Resources Control Board for this project. The SWPPP will provide Best Management Practice (BMP) methods and controls for wet weather grading activities and erosion control for both onsite and offsite improvements, in accordance with the requirements of the NPDES General Permit for Storm Water Discharges Associated with Construction Activity. The SWPPP shall include an erosion control plan.

1.11 MISCELLANEOUS PROVISIONS

- A. General: Comply with the Project Conditions of Approval for both noise and dust control. If there is any conflict between drawings and specifications and the Project Conditions of Approval regarding noise and dust control, the Project Conditions of Approval shall govern.
- B. Noise Control: The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the Owner's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the

normal operation of Owner, at the Owner's request, the Contractor shall schedule the performance of all such Work around normal hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

- C. Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and Owner's personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the Owner to pay such damages shall be due and payable to the Owner on demand. Contractor shall replace any damages property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the Owner's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the Owner's request, the Contractor shall schedule the performance of all such Work around normal college hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

1.12 LEAD-CONTAINING MATERIALS.

- A. The Contractor shall assume that all ceramic tile and painted or varnished surfaces in the school district contain detectable levels of lead which trigger compliance with California Code of Regulation, Title 8, Section 1532.1. In addition, waste products from these materials could contain lead at levels which are subject to the hazardous waste requirements in the California Code of Regulations, Title 22, Sections 666260.1 - 66263.12 and 66268.1 - 66268.124 and the health and Safety Code Section 25157.8 and 25163, subdivision (c).
- B. It is the Contractor's responsibility to handle and dispose of these materials in accordance with the regulations. If failure to comply with these regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective action.
- C. Lead-based paint should be removed only by professionals trained in hazardous material removal. A trained professional must follow very detailed procedures to minimize, control and contain lead dust generated by the removal process.
1. The room should be sealed from the rest of the building. All furniture, carpets and drapes should be removed.
 2. Workers should wear respirators designed to avoid inhaling lead.

3. No eating or drinking should be allowed in the work area. All food and eating utensils should be removed from the room. All cabinets as well as food contact surfaces should be covered and sealed.
4. Occupants should be kept out of the room until the job is completed.
5. Clothing worn in the room should be disposed of after working. The work clothing should not be worn in other areas of the building.
6. Debris should be cleaned up using special vacuum cleaners with HEPA (high efficiency particle absorption) filters. A wet mop should be used after vacuuming.

1.13 ADDITIONAL DSA REQUIREMENTS

A. Comply with the following:

1. Compliance with Title 24, for Parts 1-6 and 9.
2. Title 24, Parts 1-5 shall be kept on site during construction.
3. All addenda must be signed by Architect and approved by DSA. (Section 4-338, Part 1)
4. All substitutions affecting DSA regulated items shall be considered as a Change Order or Addenda, and shall be approved by DSA prior to fabrication and installation. (IR-A6) (Section 4-338(c), Part 1)
5. Construction Change Document (Section 4-338 (c), Part 1) must be signed by all the following:
 - a. A/E of Record.
 - b. Owner (change order only).
 - c. SEOR (when applicable).
 - d. Delegated Professional Engineer (when applicable).
 - e. DSA.
6. Project Inspector and testing lab must be employed by the Owner and approved by all of the following:
 - a. A/E of Record.
 - b. SEOR (when applicable).
 - c. DSA.

B. Tests and Inspections - Chapter 17A:

1. All tests shall be performed by a testing facility acceptable to the architect and DSA. The testing facility shall be directly employed by the school district and no other entity or individual. Section Title 24, Part 1, Section 4-335(b).
2. Test reports shall be addressed to, and sent to, the school district by the testing facility. Copies of all test reports shall be sent to DSA, the architect, the structural engineer, and the project inspector by the testing facility. All reports shall be sent within 14 days of the date of the test. See Title 24, Part 1, Section 4-335(d).
3. A Verified Report, signed by the California licensed civil engineer in charge of the testing facility which conducted the tests, shall be submitted to DSA upon completion of the project. The verified report shall state that all tests and inspections were made as required by the DSA approved documents. If the tests or inspections indicate that materials or workmanship did not meet the requirements of the DSA approved documents, the Verified Report shall list all noncompliant work. A copy of all test reports involving unresolved noncompliant work shall be attached to the Verified Report. In the event that not all required tests or inspections were made by the testing facility making this verified report, those tests and inspections not made shall be listed on the Verified Report. See Title 24, Part 1, Section 4-335(e).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect may issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, or Changes not affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the work, on AIA Document G710, "Architect's Supplemental Instructions" or an equivalent form acceptable to District and subject to DSA IR A-6 Construction Change Document Submittal and Approval Process (Title 24, Part 1, California Code or Regulations, Section 4-338) requirements for DSA Construction Change Document – Category B.

1.4 PROPOSAL REQUESTS (BULLETIN)

- A. Owner-Initiated Proposal Requests: Architect may issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.5 CONSTRUCTION CHANGE PROCESS - DSA

- A. Changes or alterations of the approved plans or specifications after a contract for the work has been let affecting the Structural, Access or Fire-Life Safety portions of the project shall be made only by means of Construction Change Documents submitted to and approved by DSA prior to commencement of the work shown thereon. Construction Change Documents shall comply with DSA IR A-6 Construction Change Document Submittal and Approval Process (Title 24, Part 1, California Code or Regulations, Section 4-338) requirements. Construction Change Documents shall be made using DSA form 141 and state the reason for the change and the scope of work to be accomplished, and, where necessary, shall be accompanied by supplementary drawings referenced in the text of the change order. All Construction Change Documents and supplementary drawings shall be stamped and signed by the architect or engineer in general responsible charge of observation of the work of construction of the project and by the architect or registered engineer delegated responsibility for observation of the portion of the work of construction affected by the change order, shall bear the approval of the school board and shall indicate the associated change in the project cost, if any. One copy of each Construction Change Documents is required for the files of DSA.
- B. Construction Change Documents shall be signed by Architect of Record, Owner, Structural Engineer (when applicable), Delegated Professional Engineer (when applicable), and DSA.
- C. No changes shall be made to approved documents without DSA approval.
- D. All Construction Change Documents shall be signed by Architect and approved by DSA.

1.6 CONSTRUCTION (FIELD) CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
 - 3. No payment applications will be signed by the Architect prior to the Contractor submitting, and the Architect reviewing, a schedule of values.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.

3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times:
 1. The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Data needed to acquire Owner's insurance.
 15. Initial settlement survey and damage report if required.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Project meetings.
 - 2. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for electronic submittals.
 - 2. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 3. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 4. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Submit electronic submittals directly to extranet specifically established for Project.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
 4. Frequency of Attendance by Architect: Limited by Architect/Owner Contract.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing, if any.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
 3. Minutes: Record and distribute meeting minutes electronically.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.

- p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.

- 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes electronically.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 RFIs:

A. General:

1. Contractor may submit a RFI to the Architect seeking clarification or interpretation of the contract documents. If in the Contractor's opinion the nature of the RFI requires a discussion, rather than simply an answer, the Contractor shall call the Architect to have such a discussion. The results of that discussion as well as all other RFI's must be presented in writing on a form approved in advanced by the Architect along with any supporting information or data, as well as the Contractor's recommended resolution. An oral RFI or a RFI presented on an unapproved form, or without adequate supporting information and Contractor's recommended solution, will be attributed solely to the contractor. Architect's review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction means, methods, techniques, sequences, or procedures of the Contractor.
2. Architect's review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures, or methodology of the Contractor.
3. The use of a RFI is limited to clarification of the contract documents. Contractor will limit each RFI to a single issue. Information which is discernable from the contract documents; construction means and methods; product substitution submittals; product submittals; and construction site safety will not be addressed by the Architect in responding to a RFI.
4. Architect's response to a RFI is not a change order or directive authorizing an increase in construction cost or time.

B. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

C. Frivolous or Unnecessary RFIs: Cost of design professional's time will be billed or deducted from progress payment.

- D. Electronic RFIs: Follow vendor's instruction.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.

- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow 21 days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

- F. RFI Log: Prepare, maintain, and submit as instructed by electronic submittal vendor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 - 1. RFI Form.

END OF SECTION 013100

RFI FORM

Project:	RFI No:
Project No:	
To:	Date:
From:	

Subject:		Category
Discipline:		
Specification Section Title:		
Section Number:	Page:	Article/Paragraph:
Sheet Number:		Detail:

Question:

Suggestion:

Attachment:

Undersigned certifies:

- Both drawings and specification sections were thoroughly reviewed.
- Processing time for frivolous RFIs will be charged back to Contractors at A/E billable rates.

Desired Response Date:	(However, A/E still have specified days to respond.)
Cost Impact: \$	Schedule Impact: days
Drawing Impact:	Submitted by:
Signed:	Date:

Answer:

Answered by:

Signed: Date:

Copies: Owner Consultants

File

1. A/E review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures, or methodology of the Contractor.
2. The use of a RFI is limited to clarification of the contract documents. Contractor will limit each RFI to a single issue. Information that is discernable from the contract documents; construction means and methods; product substitution submittals; and construction site safety will not be addressed by the A/E in responding to a RFI.
3. A/E response to a RFI is not a change order or directive authorizing an increase in construction cost or time.

End of RFI Form

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Three Week Look-Ahead Schedule.
 - 4. Daily construction reports.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or review.
- B. Contractor's Construction Schedule: Submit three opaque copies of schedule, large enough (minimum 11 x 17) to show entire schedule for entire construction period.
- C. Daily Construction Reports: Submit two copies at weekly intervals.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Concurrent with the development of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the submittal schedule with the Contractor's construction schedule described above.
 - 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 - 2. The Architect will review the schedule and indicate which submittals may be deleted from the submission requirement. The deletion of the submittal requirement for an item does not release the Contractor from any requirements of the Construction Contract, General Conditions or Plans and Specifications.
- B. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 - 1. Scheduled date for the first submittal.
 - 2. Related Section number.
 - 3. Submittal category.
 - 4. Name of subcontractor.
 - 5. Description of the part of the Work covered.
 - 6. Scheduled date for resubmittal.
 - 7. Scheduled date the Architect's final release or review.
- C. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 15 days of the date established for "Commencement of the Work". The Construction Schedule must be submitted and accepted prior to approval of first pay application.
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as identified in the "Schedule of Values".
 2. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: At the head of the schedule, provide a two item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
1. Refer to Section "Payment Procedures" for cost reporting and payment procedures.

2.3 THREE WEEK LOOK-AHEAD SCHEDULE

- A. Prepare weekly (or as determined by scheduled meeting times), prior to Project meetings, a computer-generated 3-week look-ahead schedule (bar chart) which is consistent with the Contractor's schedule and depicts daily labor activities. The schedule will consist of the prior week, current week and the following 3 weeks.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial Completions and occupancies.
 19. Substantial Completions authorized.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates changes, including, but not limited to, changes in durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of reviewed schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 - 1. Submittals Schedule Form.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for electronically submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Consult individual sections of specifications for specific submittals required under those sections and for further details and descriptions of requirements.
- C. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 1 Section "Quality Requirements" for submitting test and inspection reports.
 - 5. Division 1 Section "Closeout Procedures" for submitting warranties.
 - 6. Other Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Processing: All costs for electronic submittal, printing, preparing, packaging, mailing, or delivering submittals for initial submittals and all costs for re-printing, re-drawing, re-drafting, re-packaging, re-submitting, and re-mailing or re-delivering as required for all re-submittals shall be included in Contract Sum.
- B. Sequence: Transmit each submittal in sequence which will not result in Architect's approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.

- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - D. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
 - E. Multiple Reviews: The Contractor shall also be responsible for all costs to Architect or Architect consultants for reviews requiring more than 2 reviews for same specification section.
 - F. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Review: Allow 21 days for review of each submittal. Architect will request for more time if needed.
 - G. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
 - H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Approved" or "Furnish as Noted".
 - I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - J. Use for Construction: Use only final submittals with mark indicating approval by Architect.
- 1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES
- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Submit request using attached form at end of section.
 - a. Indicate date, project name, contractor name, address, and specific drawing (sheet number) required.
 - b. Signed by Contractor agreeing with terms and conditions.

PART 2 - PRODUCTS

2.1 ELECTRONIC SUBMITTALS

- A. General: Prepare and submit Submittals required by individual Specification Sections.
 - 1. Submit electronic submittals directly to extranet specifically established for Project.
 - 2. Vendor:
 - a. Submittal Exchange (Basis of Design)
 - b. Or equal.
 - 3. Contractor shall pay for all-inclusive use of Submittal Exchange by all project team members; data storage, security, and backup; setup, training, and support; and archiving once construction is complete.
 - a. Documentation processed, housed and archived shall include but not limited to: Submittals, Addendum, Plans, Specs, Field Reports, Photos, Weekly Reports, Notice of deviations, Punch List, RFI's RFP's ASI's, CCD's, Cost Proposals, Test Reports, Meeting Notes., and Close Out.

2.2 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - a. Circle items applicable.
 - b. Cross-out items not applicable.
 - c. Select item number if required.
 - 3. Submittal data must include complete documentation relating to all the specified features
 - 4. Include the following information, as applicable:
 - a. Manufacturer's Submittal Form with all the options selected when available.
 - b. Manufacturer's written recommendations.
 - c. Manufacturer's product specifications.
 - d. Manufacturer's installation instructions.
 - e. Standard color charts.
 - f. Manufacturer's catalog cuts.
 - g. Wiring diagrams showing factory-installed wiring.
 - h. Printed performance curves.
 - i. Operational range diagrams.
 - j. Mill reports.
 - k. Standard product operation and maintenance manuals.
 - l. Compliance with specified referenced standards.
 - m. Testing by recognized testing agency.
 - n. Application of testing agency labels and seals.
 - o. Notation of coordination requirements.
 - 5. Submit Product Data before or concurrent with Samples.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Do not use words "by others." Identify exactly who is responsible for the work.
 - c. Identification of products.
 - d. Fabrication and installation drawings.
 - e. Roughing-in and setting diagrams.
 - f. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - g. Shopwork manufacturing instructions.
 - h. Templates and patterns.
 - i. Schedules.
 - j. Design calculations.
 - k. Compliance with specified standards.
 - l. Notation of coordination requirements.
 - m. Notation of dimensions established by field measurement.
 - n. Relationship to adjoining construction clearly indicated.
 - o. Seal and signature of professional engineer if specified.
 - p. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit 4 sets of prints and one electronic copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit 1 full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
- F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

2.3 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 2. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."

- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.4 DEFERRED APPROVALS AND DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit 3 copies of a statement, signed and sealed by Structural Engineer Licensed in California, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
 - 1. Coordinate the work; do not delegate responsibility for coordination to any subcontractor.
 - 2. Anticipate the interrelationship of all subcontractors and their relationship with the total work.
 - 3. Resolve differences or disputes between subcontractors and materials suppliers concerning coordination, interference, or extent of work between sections.
 - 4. Trade submittals with "By Others", "By General Contractor", or similar coordination and work scope are not allowed. Identify, acknowledge, and resolve scope of work prior to submittal by Contractor. No extras will be allowed. Provide complete and coordinated submittals.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Architect's and Consultant's review shall neither be construed as complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission as specified.

3.3 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 - 1. Electronic Files Transfer - Architectural Form.

END OF SECTION 013300

Subject: Architectural Electronic Files

Date: _____

Contractor Name: _____

Address: _____

Project: _____

At your request, we will provide electronic files for your convenience and use in the preparation of shop drawings related to _____, subject to the following terms and conditions:

Our electronic files are compatible with AutoCAD. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

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 shop 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 us. 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 us, our 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 us harmless against all damages, liabilities or costs, including reasonable attorneys' 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 documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic files, the signed or sealed hard-copy construction documents shall govern. You 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 contract documents, including, and without limitation, 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, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

We will furnish you electronic files of the following architectural drawings:
_____.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

If these terms are acceptable to you, please sign in the space provided below as evidence of our mutual understanding and agreement for this service. One signed copy of this agreement shall be returned to our office prior to delivery of the electronic files.

Very truly yours,

Architect

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Other Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups:

1. Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
 2. Comprehensive, completely integrated mockups of separate trades showing interface conditions, transitions, and relationships between materials and finishes.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- C. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. **Professional Engineer Qualifications:** A licensed professional engineer who is legally qualified to practice in California and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. **Testing Agency Qualifications:** A DSA approved NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

- A. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- B. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- E. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.

- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes list of references.

1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "AHJ": Agency having jurisdiction.
- C. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- D. "Compatible": When used for products, it shall comply with requirements including products recommended/ required by the manufacturer for warrantee acceptance.
- E. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- F. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- G. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- H. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- I. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- J. "Owner": As defined in Division 1 section "Summary".

- K. "Provide": Furnish and install, complete and ready for the intended use.
- L. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.4 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. **Copies of Standards:** Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
 - 2. Copies of standards and applicable building codes (Title 24 Parts 1-5) shall be kept on-site during construction.
- D. **Abbreviations and Acronyms for Standards and Regulations:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.
- E. **Code Agencies:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.
- F. **Federal Government Agencies:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.
- G. **State Government Agencies:** Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 1 Section "Execution Requirements" for progress cleaning requirements.
 - 4. Other Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service:
 - 1. Water from Owner's existing water system is available for use without metering but will be billed to Contractor for use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service:
 - 1. Electric power from Owner's existing system is available for use without metering but will be billed to Contractor for use charges. Provide connections and extensions of services as required for construction operations.

D. Sanitary Facilities:

1. Pay sanitary service use charge for temporary toilets, wash facilities, and drinking water for use of construction personnel.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with 2010 CEC.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- B. Wind Screen Fabric: Green.

2.2 TEMPORARY FIELD OFFICES

- A. Not required.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Parking: Provide temporary or use designated areas of Owner's existing parking areas if approved for construction personnel.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations or as indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- B. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- E. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
 2. Construct dustproof partitions with 2 layers of 3-mil polyethylene sheet on each side. Cover floor with 2 layers of 3-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
 3. Insulate partitions to provide noise protection to occupied areas.
 4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
 5. Protect air-handling equipment.
 6. Weather strip openings.
 7. Provide walk-off mats at each entrance through temporary partition.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with 2010 CFC Article 87.
1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and product substitutions.
- B. Related Sections include the following:
 - 1. Division 1 Section "References" for applicable industry standards for products specified.
 - 2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 3. Other Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Proposed products by manufacturers not listed in Manufacturers list.
- C. Basis-of-Design: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating "or equal" products of other named manufacturers.

- D. District Standard: Where a specific manufacturer's product is named and accompanied by the words "District Standard," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics pre-selected by the District.
1. District seeks to match products currently in use on other campuses; No substitution allowed.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Completed List: Submit 3 copies of completed product list within days specified in General Conditions. Include a written explanation for omissions of data and for variations from Contract requirements.
 4. Architect's Action: Architect will respond in writing to Contractor within 21 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use form provided at end of Section.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, environmental, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

- e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: Architect will notify Contractor of acceptance or rejection of proposed substitution within 21 days of receipt of request.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. All substitutions affecting the Structural, Access or Fire-Life Safety portions of the project shall be submitted to DSA for approval as a Construction Change Directive in accordance with DSA IR A-6 Construction Change Document Submittal and Approval Process (Title 24, Part 1, California Code or Regulations, Section 4-338) requirements.
- D. The cost for any additional design or engineering required to gain DSA approval of a substitution shall be borne solely by the contractor. Any delay impacts resulting from DSA review and approval of substitutions shall be borne solely by the contractor.
- E. Named Product and Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- F. District Standard Products Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- 1.5 QUALITY ASSURANCE
- A. Changes to the approved drawings and specifications shall be made by an addendum or a Construction Change Document approved by the Division of the State Architect, as required by Section 4-338, Part 1, Title 24, CCR.

- B. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 - 3. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.
- C. Warranty Period: Warranty period specified in each sections are minimum requirements. Do not modify manufacturer's standard warranty period if the manufacturer's warranty has longer warranty period.
- D. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
 - 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 - 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - 5. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or an equal product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with "or equal".

6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Product Substitutions" Article to obtain approval by Architect for use of an unnamed product.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include custom or premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes standard, custom, and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 35 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction and has paid any fees.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

11. Furnish samples upon requested by Architect.
 12. Attached Request for Substitution Form shall used for substitution requests.
- C. Substitutions for products or systems involving structural, fire/life safety and access compliance will be considered a Construction Change Document or Addendum, and will require DSA approval. This will add time required to review those substitutions requiring DSA approval. Contractor is solely responsible for all documentation and time required to obtain DSA approval.
1. The use of a product other than specified or noted on the Drawings will require the Contractor to get Engineer, Architect and DSA approval.
 2. The Contractor shall be responsible to provide any information, calculations or drawings to show compliance with the DSA approved drawings and provide all documentation to the Architect and/or Engineer of record.
 3. Any changes or “substitutions” that impact or relate to DSA requirements for structural, ADA or fire and life safety MUST be approved by DSA prior to proceeding with the work.
 4. The Contractor shall also be responsible for all costs to the DSA, Architect or Architect consultants for review, co-ordination, and approval by the DSA.
 - a. All costs for submittal to DSA and Architect/ design team expenses shall be back charged to the Contractor.

PART 3 - EXECUTION

3.1 FORMS

- A. Electronic versions of attached forms will be provided upon request.
1. Product List Form.
 2. Similar Installation List Form.
 3. Substitution Request Form.

END OF SECTION 016000

SUBSTITUTION REQUEST FORM

Substitutions are only allowed within number of days specified. Use this form for requesting "or equal" products and materials.

Project:	Substitution Request Number:
	From:
To:	Date:
	Project Number:

Specification Section Title:		
Section Number:	Page:	Article/Paragraph:
Specified Item:		

Proposed Substitution:	
Manufacturer:	Address:
Contact Name:	Phone Number:
<input type="checkbox"/> Comparison between proposed substitution and specified product is attached. Note all differences.	

Reason for not using specified item:

- Specified product is no longer available.
- Substitution will improve lead time by _____ days
- Substitution will save Owner \$ _____
- Other:

- List 3 similar installations including project name, address, owner, and date installed is attached.
 Proposed substitution affects other parts of Work: No Yes; explanation attached.

Supporting Data Attached:

- Product Data (indicate any options to be included)
 Drawings Test Reports Samples Color Chart Other:

Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable is available.
- Proposed substitution will not affect or delay Construction Progress Schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including architectural or engineering design, detailing, and construction costs caused by the requested substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

- Substitutions for products or systems involving structural, fire/life safety and access compliance will require AHJ approval. This will add time required to review those substitutions requiring AHJ approval. Contractor is solely responsible for all documentation, cost, and time required to obtain AHJ approval.

Submitted by:	Firm:
Signature:	Date:
Comments:	

A/E Review:

- Approve Substitution.
- Approve Substitution as Noted.
- Reject Substitution. Use specified product.
- Reject Substitution. Use specified product. Substitution request received too late.

Signed by:	Date:
Comments:	

Owner's Review and Action (Approval of substitution is not valid without Owner's signature)

- Substitution approved.
- Substitution approved as Noted.
- Substitution rejected. Use specified product.

Signed by:	Date:
Comments:	

End of Substitution Request Form

SIMILAR INSTALLATION LIST FORM

Provide minimum 5 similar installations within last 3 years.

Project: _____ From: _____

To: _____ Date: _____

	Date of Installation	Project Name	Owner Info	GC Info	Architect info
1					
2					
3					
4					
5					
6					
7					
8					

End of Previous Project List Form

SECTION 017300 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 1. General installation of products.
 2. Progress cleaning.
 3. Starting and adjusting.
 4. Protection of installed construction.
 5. Correction of the Work.
- B. Related Sections include the following:
 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 2. Division 1 Section "Submittal Procedures" for submitting surveys.
 3. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces in Finished Areas:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **Waste Disposal:** Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. **Limiting Exposures:** Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. **Manufacturer's Field Service:** If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

- B. Provide protection against weather, rain, wind, storms, frost and heat so as to maintain all work and materials free from injury or damage.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for environmental-protection measures during construction.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 75 percent by weight of total waste generated by the Work.

1.5 QUALITY ASSURANCE

- A. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 2. Review requirements for documenting quantities of each type of waste and its disposition.
 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from the weather.
 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. IOR's Inspection procedures.
 - 2. Warranties.
 - 3. Extra Materials.
 - 4. Final cleaning.
 - 5. DSA project closeout and Final Certification of Construction.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
 - 3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 6. Other Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. IOR: Inspector of Record.
- B. Inspection: IOR will inspect, not the Architect.

1.4 SUBMITTALS

- A. Submit a copy of Title 24 Certificate of Acceptance forms submitted to enforcement agency.

1.5 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting IOR's inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. IOR's Inspection: Submit a written request for IOR's inspection for Substantial Completion. On receipt of request, Architect will either proceed with IOR's inspection process or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after IOR's inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.6 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final IOR's inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. IOR's Inspection: Submit a written request for final IOR's inspection process for acceptance. On receipt of request, Architect will either proceed with IOR's inspection process or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after IOR's inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use form attached.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date specified in General Conditions.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Include Table of Contents.
 3. Identify content with specification section number and title.
 4. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

5. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

1.9 EXTRA MATERIALS

- A. Deliver to Owner's facility manager extra materials specified in each section.
- B. Organize submitted materials in orderly sequence based on the table of contents of the Project Manual.
 1. Itemize each material and quantity in 8-1/2 by 11-inch paper.
- C. Label each items for easy identification.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting IOR's inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.

- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to unusual operating conditions.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were operated without filters during construction.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- s. Leave Project clean and ready for occupancy.

3.2 DSA PROJECT CLOSEOUT AND FINAL CERTIFICATION OF CONSTRUCTION

- A. Verified Reports: Per Title 24 Part1, Section 4-336.
- B. Final Certificate of Construction: Per Title 24 Part1, Section 4-339.
- C. Duties of Contractor: Per Title 24 Part1, Section 4-343.

3.3 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 1. Punch-List Form.

END OF SECTION 017700

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Surface Preparation.
 - 2. Field application of paints, stains, varnishes, and other coatings.

1.3 SUBMITTALS

- A. Product data - Submit product data sheets for each product.
- B. Samples:
 - 1. Submit two painted samples, illustrating selected colors and textures for each color and systems selected with specified coats cascaded.
 - 2. Submit on suitable backing, 8x10 inch size.

1.4 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. 2016 California Building Standards Administrative Code, Part 1, Title 24 CBSC.
 - 2. 2016 California Building Code (CBC), Part 2, Title 24 CBSC. (2015 International Building Code of the International Code Council, with California Amendments).
 - 3. 2016 California Electrical Code (CEC), Part 3, Title 24 CBSC (2014 National Electrical Code, with California Amendments).
 - 4. 2016 California Mechanical Code (CMC), Part 4, Title 24 CBSC (2015 Uniform Mechanical Code, with California Amendments).
 - 5. 2016 California Plumbing Code (CPC), Part 5, Title 24, CBSC (2015 Uniform Plumbing Code, with California Amendments).
 - 6. 2016 California Energy Code, Part 6, Title 24 CBSC.
 - 7. 2016 California Historical Code, Part 8, Title 24 CBSC.
 - 8. 2016 California Fire Code, Part 9, Title 24 CBSC. (2015 International Fire Code, with California Amendments).
 - 9. 2016 California Green Building Standards Code (CALGreen Code), Part 11, Title 24 CBSC.
 - 10. 2016 California Referenced Standards Code, Part 12, Title 24, CBSC.
 - 11. NFPA 13 - Automatic Sprinkler Systems (California Amended), 2016 Edition.

12. NFPA 14 - Standpipe Systems (California Amended), 2013 Edition.
13. NFPA 17 - Dry Chemical Extinguishing Systems, 2013 Edition.
14. NFPA 17A - Wet Chemical Extinguishing Systems, 2013 Edition.
15. NFPA 20 - Stationary Pumps, 2016 Edition.
16. NFPA 24 - Private Fire Service Mains (California Amended), 2016 Edition.
17. NFPA 72 - National Fire Alarm and Signaling Code (California Amended).
18. NFPA 80 - Fire Door and Other Opening Protectives, 2016 Edition.
19. NFPA 253 - Critical Radiant Flux of Floor Covering Systems, 2015 Edition.
20. NFPA 2001 - Clean Agent Fire Extinguishing Systems (California Amended), 2015 Edition.
21. Americans with Disabilities Act (ADA), Title II.

- B. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Mockup two (2) area prior to purchasing paint.
 2. Mockup size: As indicated on Drawings.
 3. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Provide lighting level of 80 ft candles measured mid-height at substrate surface.
- C. Environment Requirements:
1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be stored and applied.
 2. Do not paint when there is a threat of rain within 24 hours or when surface or air temperatures are at or below 40 degrees.

1.7 WARRANTY

- A. Installer Warranty: 1 year.

1.8 EXTRA STOCK

- A. Provide following:
 - 1. Minimum 1 gallon each product in original or new 1 gallon cans.
 - a. Color spot each lid.
 - b. Identify with formula, location, product and date.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Paints: Subject to compliance with requirements, provide either the named product or an equal product by one of the other manufacturers specified.
 - 1. Kelly Moore. (District Standard)
 - 2. Dunn-Edwards.
 - 3. Sherwin Williams.
 - 4. Vista Paint.
 - 5. Or equal.

2.2 PAINTS AND COATINGS

- A. Ready mixed, except field-catalyzed coatings.
- B. Prepare pigments:
 - 1. To a soft paste consistency, capable of being readily and uniformly dispersed to a homogenous coating.
 - 2. For good flow and brushing properties.
 - 3. Capable of drying or curing free of streaks or sags.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application. Do not proceed unless substrate is suitable.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
1. Plaster and Gypsum Wallboard: 12 percent.
 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent
 3. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 4. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.2 PREPARATION OF SURFACE

A. General:

1. Clean all exterior walls and surfaces of loose and scaly paint, dirt, dust, chalk, and other foreign matter by water-blasting using care not to damage substrate followed by hand scraping, sanding or wire brushing after surfaces are dry. Mildew must be treated with household bleach solution and rinsed thoroughly.
2. Patch, caulk, set protruding nails and repair all surfaces and cracks where necessary with suitable patching materials and smooth off to match adjacent surfaces.
3. Sand Glossy surfaces to dull surface and remove residue.
4. Remove mildew from affected surfaces with a solution of Tri-Sodium Phosphate and bleach. Rinse with clean water and allow to dry completely.
5. Existing surfaces to be recoated shall be thoroughly cleaned and de-glossed by sanding or other means prior to priming and painting. Patched and bare areas shall be spot primed with the same primer as specified for new work.
6. Rusty metal: Scrape, sand or wire wheel, feathering edges to sound coating. Dust surfaces. Topcoat.
7. Remove soil and body oils completely from surfaces, including handrails, door edges and posts. Treat with Liquid Sandpaper or Dull-N-Bond.
8. Remove hardware, accessories, plates, fixtures and similar items not to be finished. Reinstall at completion.
9. Paint edges of sink cut-outs.

B. Concrete Surfaces:

1. Concrete surfaces shall be dry, clean and free from efflorescence, encrustations and other foreign matter. Any glazed surface shall be slightly roughened or etched. Curing compounds, bond breakers, release agents and other coatings shall be removed with a light sandblast or high pressure power wash.

C. CMU Surfaces:

1. Remove dirt, loose mortar, scale, powder and other foreign matter from concrete block surfaces which are to be painted.
2. Unpainted CMU surfaces shall be cleaned with TSP. Rinse thoroughly. Surface shall be tested for adhesion. Prime as listed in materials section; allow to cure, then perform adhesion test with duct tape.

- D. Galvanized Surfaces: Remove all oils and contamination from galvanized surfaces scheduled to be painted by washing with a compliant solvent wash.

- E. Ferrous Metal: Remove grease, rust, scale, dirt and dust from ferrous metal surfaces. Primer coat shall be applied not less than 30 minutes, nor more than 3 hours after preparation of surface.

- F. Primed Metal: Sand and scrape shop primed metal to remove loose primer and rust. Touch-up bare, abraded and damaged areas with metal primer. Feather edges to make touch-up patches inconspicuous.
- G. Wood Surfaces:
 - 1. Remove dust, grit and foreign matter from wood surfaces. Sand surfaces and dust clean. Spot prime knots, pitch streaks and sappy sections with a stain blocking primer where surfaces are to be painted. Fill nail holes, cracks and other defects after priming and spot prime repairs after patching material has fully cured.
 - 2. Wood surfaces with peeling areas are to have edges of broken paint film sanded to a feather edge.
 - 3. Back prime wood trim. Paint tops, bottoms, edges and cut-outs of doors.
- H. Plaster Surfaces:
 - 1. Plaster surfaces shall be dry and free from efflorescence, encrustations and foreign matter. Fill cracks, holes and imperfections, smoothing repairs to match adjacent texture. Allow repairs to fully cure before priming.
 - 2. Prime plaster surfaces with specified primer. Caulk all cracks.
- I. Preparation of other surfaces shall be performed following specific recommendations of the coating manufacturer.

3.3 PREVIOUSLY COATED SURFACES

- A. Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259.

3.4 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved

- E. Sand wood surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust particles just prior to applying next coat.
- G. Stipple all edges and corners to conceal brush marks.
- H. Paint entire trim element with like color. Painting of faces only is unacceptable. Trim surfaces must be wrapped with the trim color and not "faced off" or "Hollywooded".
- I. Doors: Paint entire door unless otherwise noted, including door top and bottom edge surfaces.
- J. Tinting: Tint each primer a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint primer to match the color of the finish coat, but provide sufficient differences in shade of primer to distinguish each separate coat.

3.5 PROTECTION

- A. Protect work of other trades and items not intended to receive paint. Install "wet paint" signs to protect newly painted surfaces.

3.6 CLEANING

- A. Protection - Carefully protect areas where work is in progress from damage.
 - 1. Provide and spread clean drop cloths when and where required to provide the necessary protection.
 - 2. Immediately clean-up all accidental spatter, spillage, misplaced paint and restore the affected surface to its original condition.
- B. Clean-up:
 - 1. Clean up debris daily per OSHA requirements.
 - 2. At completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.
 - 3. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.7 SURFACES TO BE FINISHED

- A. Paint all new work and areas affected by new work, unless noted otherwise.
- B. Do not paint or finish the following items:
 - 1. Items fully factory-finished unless specifically noted.
 - 2. Fire rating labels, equipment serial number and capacity labels.
- C. Mechanical and Electrical: Use paint systems defined for the substrates to be finished.
 - 1. Paint all insulated and exposed pipes occurring in finished areas to match background surfaces, unless otherwise indicated.

2. Paint shop primed items occurring in finished areas.
3. Paint interior surfaces of air ducts and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint.
4. Paint dampers exposed behind louvers, grilles and convector and baseboard cabinets to match face panels.

3.8 CRACK FILLERS

- A. Crack Fillers: elastomeric coating manufacturers recommended, factory-formulated crack fillers or sealants, including crack filler primers, compatible with substrate and other materials indicated; VOC content complying with limits of authorities having jurisdiction.
 1. Crack Filler for Cracks up to 1/16 Inch:
 - a. Kelly-Moore; Kel – Seal Smooth or Textured Brush Grade Elastomeric Patching Compound
 2. Crack Filler for Cracks More Than 1/16 Inch:
 - a. Kelly-Moore; Kel – Seal Smooth or Textured Knife Grade Elastomeric Patching Compound
- B. Primer: Elastomeric coating manufacturer's recommended, factory-formulated, alkali-resistant primer compatible with substrate and other materials indicated; VOC content complying with limits of authorities having jurisdiction.

- 3.9 Concrete Unit Masonry Block Filler: Elastomeric coating manufacturer's recommended, factory-formulated, high-performance latex block filler compatible with substrate and other materials indicated; VOC content complying with limits of authorities having jurisdiction.

3.10 ELASTOMERIC FINISH COATINGS - EXTERIOR

- A. Note: All (3) three coats shall have slightly different in color to ensure that all coats are being applied. They can be similar colors, but they will need to be a few shades off to tell the difference.
- B. Concrete: Provide the following elastomeric coating systems over exterior concrete surfaces:
 1. Smooth Elastomeric Finish: Two coats over a primer.
 - a. Primer: Factory-formulated alkali-resistant acrylic-latex primer.
 - 1) Kelly-Moore; 247 Acry-Shield 100 Percent Acrylic Masonry Primer.
 - b. 2 Coats: Smooth, factory-formulated Urethane Modified acrylic elastomeric coating.
 - 1) Kelly-Moore; 1128 Kel – Seal Urethane Modified Acrylic Elastomeric Coating Smooth applied at a dry film thickness of not less than 8 mils per coat.
- C. Concrete Unit Masonry: Provide the following elastomeric coating systems over exterior concrete unit masonry surfaces:
 1. Smooth Elastomeric Finish: Two finish coats over concrete unit masonry block filler.
 - a. Block Filler: Factory-formulated, high-performance latex block fillers.
 - 1) Kelly-Moore; 521 Premium Professional Acrylic Block Filler.

- b. 2 Coats: Smooth, factory-formulated, Urethane Modified acrylic elastomeric coating.
 - 1) Kelly-Moore; 1128 Kel - Seal Urethane Modified Acrylic Elastomeric Coating Smooth applied at a dry film thickness of not less than 8 mils per coat.

- D. Stucco (Portland Cement Plaster): Provide the following elastomeric coating systems over exterior stucco surfaces:
 - 1. Smooth Elastomeric Finish: Two finish coats over a primer.
 - a. Primer: Factory-formulated stucco primer.
 - 1) Kelly-Moore; 247 Acry- Shield 100 Percent Acrylic Masonry Primer applied at a dry film thickness of not less than 1.5 mils.
 - b. 2 Coats: Smooth, factory-formulated, Urethane Modified Acrylic Elastomeric coating.
 - 1) Kelly-Moore; 1128 Kel – Seal Urethane Modified Acrylic Elastomeric Coating Smooth applied at a dry film thickness of not less than 8 mils per coat.

3.11 PAINT SYSTEMS – EXTERIOR

- A. Note: All (3) three coats shall have slightly different in color to ensure that all coats are being applied. They can be similar colors, but they will need to be a few shades off to tell the difference.

- B. Ferrous Metal:
 - 1. Semi-Gloss – Alkyd / 100% Acrylic:
 - a. First Coat: CV740, Rust – Preventative White Primer.
 - b. Two Coats: 1250 Acry-Shield 100% Acrylic Exterior Semi-Gloss.

- C. Galvanized Metal:
 - 1. Semi-Gloss – Epoxy / 100% Acrylic:
 - a. Pretreatment: Jasco Metal Etch.
 - b. First Coat: 5725 DTM Acrylic/Primer Finish.
 - c. Second Coat: 1250 Acry-Shield 100% Acrylic Exterior Semi-Gloss.
 - d. Third Coat: 1250 Acry-Shield 100% Acrylic Exterior Semi-Gloss.

- D. Wood Substrates-Including architectural woodwork-Latex System:
 - 1. Semi-Gloss-100% Acrylic:
 - a. First Coat: 255 Acry-Shield 100% Acrylic Exterior Wood Primer.
 - b. Second Coat: 1250 Acry-Shield 100% Acrylic Exterior Semi-Gloss Enamel.
 - c. Third Coat: 1250 Acry-Shield 100% Acrylic Exterior Semi-Gloss Enamel.

3.12 COLORS

- A. To be selected by Architect from manufacturer’s full range of colors.

END OF SECTION 099100