



IRVINE UNIFIED SCHOOL DISTRICT

**Bid No. 23/24-04MO,
Deferred Maintenance: HVAC Equipment
Replacement Project at Rancho San Joaquin
Middle School**

Bid Deadline: May 2, 2024 at 2:00 pm

Contact: Maria Ragas
Irvine Unified School District
5050 Barranca Parkway, Irvine, CA 92604
949-936-5212
Email: MariaRagas@iusd.org

**Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at
Rancho San Joaquin Middle School**

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***Items must be completed, signed, and submitted as part of the bid. If required contract documents are not submitted the bidder will be declared non- responsive.**

+Items which successful bidder must submit after the award.

NOTICE CALLING FOR BIDS

District: **Irvine Unified School District**
Bid Deadline: **May 2, 2024 at 2:00 pm**
Place of Bid Receipt: **Irvine Unified School District
Maintenance & Operations Office
Attn: Joe Chapin
100 Nightmist, Irvine, CA 92618**

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School.**

Project documents will be available on March 25, 2024 as a download at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>.

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the DISTRICT requires that the bidder possess the following classification(s) of contractor's license at the time the bid is submitted: **CLASS C20 & B**. Any bidder not so licensed at the time of the bid opening will be rejected as nonresponsive.

Non-Mandatory Job Walk and Pre-Bid Meeting. Non-Mandatory job walk and pre-bid meeting will be conducted to answer any questions and explain details regarding bid requirements, specifications, and scope of work. This non-mandatory meeting will give bidders the opportunity to investigate and fully acquaint themselves with the conditions relating to the project so that they may fully understand facilities, difficulties, and restrictions.

Date: Wednesday, April 3, 2024
Time: 10:00 am
Location: Rancho San Joaquin Middle School, 4861 Michelson Dr., Irvine, CA 92612 – by the front office at the flag pole

Questions regarding the bid must be received via e-mail to the attention of Maria Ragas at MariaRagas@iusd.org by 5:00 pm on April 19, 2024.

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

Effective April 1, 2015, all contractors and subcontractors must be registered with the DIR to submit a bid for a public works project pursuant to Labor Code section 1725.5.

The California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

No bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.

Pursuant to Public Contract Code Section 22300, the Agreement will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the DISTRICT to ensure performance under the Agreement or permitting payment of retentions earned directly into escrow.

Irvine Unified School District
Governing Board

By: Maria Ragas
Supervisor, Purchasing and Contracts

Advertise: Orange County Register; March 24 & 31, 2024

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: **100 Nightmist, Irvine, CA 92618**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than **ten percent (10%)** of the total bid price payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within **five (5)** working days after Notice of Award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, all within **five (5)** working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

4. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign

these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price ; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project . The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.

9. Agreement and Bonds. The Agreement, which the successful bidder will be required to execute is included in the bid documents and should be carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Bond, Information Required of Bidder, Designation of Subcontractors, Noncollusion Declaration, Payment Bond, Faithful Performance Bond, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Criminal Records Check Certification, District Rules and Regulations, Guarantee, Extract of Public Works Contract Award, Disabled Veteran Business Enterprises Certification, General Conditions, Special Conditions, Supplemental Conditions and identified Attachments (Exhibits), Specifications, Project Schedule, Drawings, W-9, all insurance requirements, any and all change orders, modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement. The Payment Bond is required in accordance with Civil Code Section 3247. The Payment Bond shall be in the amount not less than one hundred percent (100%) of the amount of the contract in accordance with Civil Code Section 3248. The successful bidder will also be required to furnish a separate Faithfull Performance Bond in the amount of one hundred percent (100%) of the contract and in the form included in the Project Documents, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. All bond premiums shall be at bidder's cost.

10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT via email to the attention of **Maria Ragas at MariaRagas@iusd.org by April 19, 2024 at 5:00 pm.** No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS;**

AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT’S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT’S TIMELINES FOR COMPLETION OF THE PROJECT.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

12. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. Alternate Bids. Not Applicable.

14. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder’s experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder’s performance of the Project. To this end, each bid shall be supported by a statement of the bidder’s experience on the form entitled “INFORMATION REQUIRED OF BIDDER.”

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

15. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, 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.). If

alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

16. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the DISTRICT and successful bidder, and prior to commencing the Services under this bid, bidder shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

17. Contractor's License. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

18. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

19. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees as set forth in the Agreement.

20. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions.

21. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) DISTRICT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the DISTRICT is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the DISTRICT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT, and an original or certified copy of the document must be submitted to the DISTRICT.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

22. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount identified in the Agreement for each consecutive calendar day of delay in completion. Such damages shall be

deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

25. Escrow Agreement. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the successful bidder awarded the contract, securities equivalent to the amount withheld as retention shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful bidder. The DISTRICT retains the sole discretion to approve the bank selected by the successful bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The successful bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful bidder may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the successful bidder. Also at the successful bidder's expense, the successful bidder may direct investment of the payments into securities, and the successful bidder shall receive interest earned on such investment upon the same conditions as provided for securities deposited by successful bidder. Upon satisfactory completion of the contract, successful bidder shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

The successful bidder who elects to receive interest on monies withheld in retention by the DISTRICT shall, at the request of any subcontractor performing more than five percent (5%) of the successful bidder's total bid, make that option available to the subcontractor regarding any monies withheld in retention by the successful bidder from the subcontractor. If the successful bidder elects to receive interest on any monies withheld in retention by the DISTRICT, then the subcontractor shall receive the identical rate of interest received by the successful bidder on any retention monies withheld from the subcontractor by the successful bidder, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the successful bidder elects to substitute securities in lieu of retention, then, by mutual consent of the successful bidder and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by the successful bidder. Public Contract Code Section 22300(d)(1).

The successful bidder wishing to utilize Public Contract Code Section 22300 and enter into an Escrow Agreement shall complete and execute the form Escrow Agreement included in the Project Documents and submit it to the DISTRICT.

26. Change Orders. All change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

27. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

28. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

29. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

30. Disabled Veteran Business Enterprises. Each bidder must meet the goals and requirements relating to three percent (3%) participation by Disable Veteran Business Enterprises established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT's policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 323-5478. The successful bidder shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful bidder shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting DVBE participation goal.

31. The number of executed copies of the Agreement, the Faithful Performance Bond, and the Payment Bond required is **two (2) originals**.

32. Labor Compliance Program. The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this agreement.

33. State Public Works Enforcement. As required by Section 1773 of the California Labor Code, the California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitle Prevailing Wage Scale, are available at

the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the specified rates to all workers employed by them for the Project.

The successful bidder and any listed subcontractor(s) of this Project are subject to the oversight, monitoring and enforcement of prevailing wage requirements by the Department of Industrial Relations, Division of Labor Standards Enforcement, and will be required to submit certified payroll records to the Labor Commissioner.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

34. Project Phasing. The entirety of the project scope reflected in the construction documents are to be completed within the time period set-forth within the Exhibit “E” base-bid schedule. The Bidder awarded the contract will be required to produce a detailed construction activity work schedule for the project and submit to District following Notice to Proceed issuance.

35. Bid Protest. Any bid protest must be in writing and received by the DISTRICT at the Maintenance & Operations Office, 100 Nightmist, Irvine, CA 92618 before 3:00 pm no later than three (3) working days following the bid deadline and must comply with the following requirements:

(a) Only a bidder who has actually submitted a Bid Proposal is able to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

(b) The bid protest must contain a complete written statement of the basis for the protest and all supporting documentation. Material submitted after the bid protest deadline will not be considered. The protest must refer to the specific portion(s) of the Bid Documents upon which the protest is based. The protest must include the name, address, and telephone number of the person representing the protesting bidder.

(c) A copy of the bid protest and all supporting documents must also be transmitted in writing by the bid protest deadline to the bidder(s) that is/are the subject of the protest.

(d) The bidder(s) that is/are the subject of the protest may submit a written response to the protest, provided the response is received by the DISTRICT before 3:00 pm no later than two (2) working days after the bid protest deadline or after receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation including the name, address, and telephone number of the person submitting the response. Material submitted after the Response Deadline will not be considered by the District.

The procedure and time limits set forth in this section are mandatory and are that protesting bidder’s sole and exclusive remedy in the event of a bid protest. No exceptions to these time limits and procedures will be allowed and shall be strictly enforced by the District. Failure to comply

with these procedures and time limits shall constitute a waiver of any right to further pursue a bid protest.

36. Delivery Vehicles. The bidder shall keep and maintain all delivery vehicles in good operating and safe and clean condition. The District reserves the right to periodically inspect delivery vehicles while on District property. The District reserves the right to periodically inspect all maintenance records of vehicles used to service the District.

BID FORM

Name of Bidder: _____
To: Irvine Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Bond, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Payment Bond, Faithful Performance Bond, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, District Rules and Regulations, Guarantee, Escrow Agreement, if applicable, Change Order Forms, Extract of Public Works Contract Award, Disabled Veteran Business Enterprises Certification, if applicable, all insurance requirements, General Conditions, Special Conditions, Supplemental Conditions and identified Attachments (Exhibits), Project Schedule, Project Manual/Specifications, Drawings, any and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School

all in strict conformity with the Project Documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the DISTRICT for the sum of _____ Dollars (\$ _____).

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, District Rules and Regulations, Guarantee, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, as per the date stated on the DISTRICT's Notice to Proceed and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class _____, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that 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.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the specified time from the date specified in the Notice to Proceed issued by the District. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Five Hundred Dollars (\$500.00). (Government Code Section 53069.85)

13. The required noncollusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____

Telephone: _____
Signed by: _____, President, Date: _____
Print Name: _____, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

Bid Bond No.: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____, as Principal, and _____ as Surety, a California admitted surety insurer, are held and firmly bound unto the Irvine Unified School DISTRICT, hereinafter called the DISTRICT, in the sum of **TEN PERCENT (10%) OF THE TOTAL BID AMOUNT** for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **five (5)** working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

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

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

IN WITNESS HEREOF, the parties have executed this bond under their several seals this day of ____, 20__, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

(1) Bidder name and address (Post Office Box Number not sufficient):

(2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

(3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

(4) Bidder's License No. _____ Class: _____
License Expiration Date _____
Name of License holder _____

(5) Have you ever been licensed under a different name or different license number?
Yes ___ No ___ If "Yes," give name and license number.

_____.

(6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

(7) Number of years as a contractor in this type of construction work: _____

(8) Person who inspected work site:

Name and Title: _____

Date of Inspection: _____

(9) How many years experience have you had in school construction work?

(a) as a general contractor? _____

(b) as a subcontractor? _____

(10) How many years experience have you had in public construction work?

(a) as a general contractor? _____

(b) as a subcontractor? _____

(11) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

(12) Have you ever been barred from bidding on any school or public construction project? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

(13) Have you ever defaulted on any school or public construction project that resulted in a claim to a surety? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

(14) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes ___ No ___ If the answer is “Yes,” give dates, names, and addresses of public agency and details. _____

(15) Have you ever brought any claim(s) against a public agency? Yes ___ No ___ If the answer is “Yes,” please explain in detail name of public agency, nature of the claim and outcome. _____

(16) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes ___ No ___ If the answer is “Yes,” provide name of public agency and details. _____

(17) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past ten (10) years? Yes ___ No ___ If the answer is “Yes,” provide name of public agency and details. _____

(18) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past five (5) years.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	() _____
_____	_____	() _____
_____	_____	() _____

(19) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT or Architect?
Yes ____ No ____ If so, please elaborate.

(20) List at least five (5) of your most recent school construction projects.

(1) _____
(2) _____
(3) _____
(4) _____
(5) _____

(21) Are you currently under contract for another project? Yes ____ No ____ If the answer is “Yes,” please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(22) Are there projects not listed above that will be undertaken during the duration of DISTRICT's Project? Yes _____ No _____ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(23) Additional information required: _____

(24) List of References - Public construction projects of similar nature in a school/community college/university within the last five (5) years. DISTRICT has discretion to require more than five (5) references.

1. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____
Architect: _____
Architect's Address and Telephone: _____

DSA or public agency inspector: _____
Address and Telephone: _____

2. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____
Architect: _____
Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

5. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____
Architect: _____
Architect's Address and Telephone: _____

DSA or public agency inspector: _____
Address and Telephone: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

Note: DISTRICT may wish to expand the scope of the “Information Required of Bidder” form and include additional questions.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Type of trade, labor, or service	Name & License No. of Subcontractor License Expiration Date (Indicate if a Disabled Veteran Business Enterprise)	Complete Address (Name of City Not Sufficient) and Telephone No.	DIR Registration No.

Bidder agrees that within twenty-four (24) hours of the bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____

Name of Bidder

By: _____
(Signature of Bidder)

Print Name: _____

Address: _____

Telephone: _____

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Cod Section 7106)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

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

Signature

Print Name

SAMPLE AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2020, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School** from _____ through _____ according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Bond, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Payment Bond, Faithful Performance Bond, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Criminal Records Check Certification, District Rules and Regulations, Guarantee, Escrow Agreement, if applicable, Extract of Public Works Contract Award, Disabled Veteran Business Enterprises Certification, if applicable, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, W9, General Conditions, Project Schedule, Specifications, Drawings, if any, Supplemental Conditions, if any, Special Conditions, if any, and any and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. The work shall be commenced as specified.

4. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **Five hundred Dollars (\$ 500.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

5. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

6. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising

the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

7. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

- (i) Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

(ii) Umbrella (excess) liability insurance coverage with a limit of \$3,000,000. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(iii) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

(iv) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

(v) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than five (5) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public 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 amounts as above

Material hoist where used in amounts as above

8. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

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

10. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

11. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Irvine Unified School District
Board Approval Date

Contractor's License No.

Tax ID No.
(Corporate Seal of Contractor,
if corporation)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Irvine Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to Pacific Utility Installation, Inc. (hereinafter referred to as the "Contractor/Principal") a contract for the work described as **Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School;**

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

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or

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

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of agent or
representative in California,
if different from above)

_____ (Telephone and facsimile number of
Surety or agent or representative
in California)

IN WITNESS HEREOF, we have here to set our hands and seals on this ____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By:

Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By:

Signature

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Irvine Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to Pacific Utility Installation, Inc., (hereinafter referred to as the "Contractor/Principal") the contract for the work described as **Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School;**

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

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

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

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

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

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

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

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By: _____
Signature

Print Name and Title

(Mailing Address, Telephone
No. and Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

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

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

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

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355,

that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

**CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS**

Per Article 69 of the General Conditions.

Certification for Bid No. 23/24/04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the **high voltage equipment and materials** which we have installed in the **Irvine Unified School District**.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

Date

Name of Contractor

By: _____
Signature

Print Name

Title

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

DISTRICT RULES AND REGULATIONS

MAINTENANCE & OPERATIONS

Irvine Unified School District
100 Nightmist, Irvine, CA 92618

(949) 936-5300 fax (949) 936-5309

The following rules and regulations must be followed by every contractor doing business with Irvine Unified School District. Failure to comply may result in the removal of you and/or members of your crew from the job, and possible back charges for our direct costs.

1. This a tobacco, drug and alcohol free school district; **no tobacco products, drug products or vaping** may be used on District property.
2. All of the City of Irvine's laws relating to hours and noise of construction work must be followed. If you want to work other than, 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, you must get a waiver from the City.
3. No pets are allowed on district property.
4. Anyone not directly involved in the scope of work shall not be on the job site.
5. No music, i.e. radios, cassettes, CD's, or headphones, etc.
6. No district equipment shall be used by any contractor unless specifically allowed in writing prior to the start of work. (phone, vacuum, ladders, trash cans or bins, microwave, etc.)
7. Any contractor working on a site where students are present must supply the District with certification that all employees on the project have been finger printed and approved per state law.
8. Fraternalization or other contact with students is strictly forbidden.
9. The contractor shall supply prior to the start of work the following:
 - a. Workers' Compensation Liability of not less than \$1,000,000 per occurrence.
 - b. Liability Insurance of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate with an Endorsement (separate page) listing Irvine Unified School District as an additional insured.
 - c. Excess/Umbrella Liability of \$3,000,000.
 - d. Automobile Liability of \$1,000,000 per occurrence with no annual aggregate limit.
 - e. Sexual Abuse/Molestation must be included under General Liability or be obtained in separate policies in an amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.
10. The contractor must clean up all debris from the course of work daily. This includes sweeping, vacuuming, hosing down and other appropriate measures. Any and all damage

to the district's property caused by the contractor's equipment or materials shall be repaired to the district's satisfaction.

11. All employees and subcontractors shall act in a professional manner and wear a shirt or uniform with the company name and logo plainly visible. All other clothing shall be free from holes and any inappropriate logos or patches.
12. Any contractor that loses site keys may be billed for the full cost of rekeying the site.
13. The contractor will only make changes at the request of the District's Facilities/Construction or Maintenance Departments Director, Supervisor, Foreman, or Inspector.
14. The contractor is responsible for locating any and all utilities and other appurtenances that may be affected by this project. Any and all damage is the contractor's responsibility to repair to the District's satisfaction. The District will make available any as-built documents in its possession to the contractor for review at his request. The District does not guarantee the accuracy of the documents and it is the contractor's responsibility to verify the actual location of utilities and appurtenances.
15. Contractor is responsible for security of the entire project area, including fencing if necessary to protect the District and contractor from liability relative to the project. Any contractor that leaves a building unsecured will be liable for any loss incurred or the direct cost to the district to secure the building. The district's labor agreement requires a four hour minimum payment for after hour call outs.
16. Any items issued to the contractor (keys, badges, alarm cards, etc.) shall be returned prior to final payment.
17. Any project over \$15,000.00 is a prevailing wage project. Labor Code Section 1770-1771. (www.dir.ca.gov). SB854 requires contractor to be registered with the Department of Industrial Relations.
18. Firearms or weapons of any type are strictly prohibited on school district property.
19. Contractor to provide payment bond for projects over \$25,000.
20. Contractor to provide performance bond for projects over \$25,000.
21. Contractor will be required to provide certified payroll records on all projects.

Please read both pages of this document. Your signature indicates you have read, understand, and agree to this document.

Signature

Date

GUARANTEE

Guarantee for workmanship. We hereby guarantee that the workmanship, which we have installed under **Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School**, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of **one (1)** year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into, as of _____, 20____, by and between _____, whose address is _____, hereinafter called "DISTRICT;" _____, whose address is _____, hereinafter called "Contractor;" and, _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for _____ in the amount of _____,

(Name of Project)

dated _____ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

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

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

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

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

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

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

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of DISTRICT:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

DISTRICT

Contractor

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

SHOP DRAWING TRANSMITTAL

The procedure governing shop drawing submittals is contained in the General Conditions. In addition, all Supplemental Conditions, Special Conditions and Specifications must be followed by the CONTRACTOR.

Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. CONTRACTOR shall sequentially number each submittal.

Date: _____ Submittal No.: _____

From: _____ To: _____

Project Name: _____

This is a(n): Original _____
 Submittal _____
 2nd Submittal _____
 [] Submittal _____

Subject of Submittal:	Equipment Designation:	Specification Section(s):
-----------------------	------------------------	---------------------------

Complete either (a) or (b)

Check One:

(a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions). _____

(b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on attached sheet). _____

(continued on next page)

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

Signature of Contractor or Supplier

Equipment/Material Source Information (OPTIONAL)

The name of the manufacturer of each piece of equipment that will be installed in this Project shall be set forth below. Only one manufacturer of each piece of equipment shall be listed. Bidder agrees that in the event any listed manufacturer is not specifically named in the Project Documents, it will, prior to award, submit complete information satisfactory to the Architect that such manufacturer's equipment complies with all requirements of the Project Documents. If, in the opinion of the Architect, the listed manufacturer's equipment does not comply with the Project Documents, the bid may be rejected unless, prior to award, the bidder agrees in writing to supply approved equipment without a change in the bid price.

Equipment/Material

Manufacturer

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



PCO No. _____

**Project: BID NO. 23/24-04MO
DEFERRED MAINTENANCE: HVAC EQUIPMENT REPLACEMENT PROJECT
AT RANCHO SAN JOAQUIN MIDDLE SCHOOL**

Potential Change Order Request Acknowledgement

Irvine Unified School District
Maintenance & Operations
100 Nightmist
Irvine, CA 92618

Bid Package: _____

Contractor: _____

Subject: _____

Dollar Value: _____

By signing below signatory recognizes and accepts the above dollar value contract adjustment.

<p>_____ Print Name</p> <p>_____ Sign Name</p>	CONTRACTOR
<p>_____ Print Name</p> <p>_____ Sign Name</p>	CONSTRUCTION MANAGER
<p>_____ Print Name</p> <p>_____ Sign Name</p>	IUSD REPRESENTATIVE

Date: _____
Division of the State Architect
A.04- _____

BID NO. 23/24-04MO
DEFERRED MAINTENANCE: HVAC EQUIPMENT REPLACEMENT PROJECT
AT RANCHO SAN JOAQUIN MIDDLE SCHOOL
Irvine Unified School District

BID PACKAGE NO. ____
CHANGE ORDER NO. ____

TO: Contractor Name
Contractor Address #1
Contractor Address #2

You are hereby authorized to make the following changes to your contract when this change order has been approved by the undersigned parties:

ITEM NO. 1: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum: \$_____/ ADD or DEDUCT
Time Extension: ____Calendar days

ITEM NO. 2: Description:
Reason:
Document Ref:
Requested by:
Change in Contract Sum: \$_____/ ADD or DEDUCT
Time Extension: ____Calendar days

END OF CHANGE ORDER ITEMS

SUMMARY

Original Contract Sum	<u>\$0.00</u>
Net Change by Previous Change Orders	<u>\$0.00</u>
This Change Order	<u>\$0.00</u>
Change to Contract Time	<u>0</u> Days

Revised Contract Amount \$0.00

TO BE PRINTED ON IRVINE UNIFIED SCHOOL DISTRICT LETTERHEAD

**BID NO. 23/24-04MO, DEFERRED MAINTENANCE: HVAC EQUIPMENT
REPLACEMENT PROJECT AT RANCHO SAN JOAQUIN MIDDLE SCHOOL**

Financial Reconciliation Letter – Bid Package No. _____

Date

Contractor Legally Responsible Person

Contractor Company Name

Contractor Address

Contractor Address

PROJECT: BID NO. 23/24-04MO, DEFERRED MAINTENANCE: HVAC EQUIPMENT
REPLACEMENT PROJECT AT RANCHO SAN JOAQUIN MIDDLE SCHOOL

SUBJECT: Final Reconciliation Letter – Bid Package No. _____

Dear _____,

This closeout letter constitutes as a full and final compromise settlement of any and all known and unknown claims by the Contractor against the Owner (Irvine Unified School District) and the Irvine Unified School District *Project Name*, including but not limited to, disputed, undisputed and doubtful claims. Payment of Owner of the amount agreed under this contract in the amount of \$*Final Contract Amount* shall constitute a full and complete accords and satisfaction of all such claims and shall constitute payment in full and a full release and discharge of owner, and their respective officers, directors, agents, sureties and employees from any and all further liability in connection with the subject project and contact. Contractor expressly waives any and all rights under California Civil Code Section 1542 which provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Once this document signed by Contractor Company Name (Bid Package No. _____), it constitutes acceptance of the statements made above. Also, an official “Notice of Completion” will be brought to the Board of Education for approval and retention can be billed and then released thirty five (35) days following the recording of the “Notice of Completion”. Once disputes are reconciled and the form is signed, only then can the District file the “Notice of Completion” enabling the Contractor to bill for retention held. Also, in order for your firm to be issued the ensuing final retention payment, all items listed below in the “Items to be Completed” list must be complete and accepted by the Construction Manager and the District.

Final Contract Reconciliation Letter

Irvine Unified School District

By: _____
IUSD Director of Maintenance, Operations & Transportation Printed Name

Signature: _____

Date: _____

Contractor Company Name

By: _____
Contractor Legally Responsible Printed Name

Signature: _____

Date: _____

ITEMS TO BE COMPLETED:

1. *Example: Consent of Surety*
2. *Example: Final Compliance of Certified Payroll Reports*
3. *Example: Completed DSA-6C Form*

Regards,

IUSD Director of Maintenance, Operations & Transportation Name with Signature

**CERTIFICATION – PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES
IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, the _____ School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

E-mail



Irvine Unified School District Risk Management & Insurance

Notice of Contractor/Consultant's Injury or Illness

Name of Injured _____

Company Name _____

Supervisor's Name _____ Supervisor's Phone # _____

Work Location _____

Name of District Representative Receiving Report _____

INJURY/ILLNESS INFORMATION (To Be Completed by District Representative)

Nature of Injury _____

Date Injury/Illness Occurred _____ Approximate Time _____

Date of Knowledge _____ Approximate Time _____

INVESTIGATION DETAILS (To Be Completed by District Representative)

Did the Company/Employee have workers' compensation Insurance? Yes _____ No _____

Was the causation of the injury/illness due to negligence? Yes _____ No _____

Was there an unsafe condition that caused the injury/illness? Yes _____ No _____
If yes, did the District or other third party cause this unsafe condition? Yes _____ No _____

Was the employee transported to a hospital/clinic? Yes _____ No _____

Did this injury/illness warrant a notification to CalOSHA? Yes _____ No _____

Did you visit the site of the accident/illness? Yes _____ No _____

Witness (1) _____ Phone # _____

Witness (2) _____ Phone # _____

Witness (3) _____ Phone # _____

Summarize Investigation Findings (Attach Additional Sheets, if necessary)

SPECIAL CONDITIONS

The following Special Conditions shall be adhered to by the contractor. Where a portion of the Contract Documents is modified or deleted by these Special Conditions, the unaltered portion of the Contract Documents shall remain in full force and effect.

1. Certain road restrictions exist in the City of Irvine. The contractor is responsible to verify any road restrictions that may affect the work. Compliance with any and all applicable road restrictions is mandatory at no additional cost to the DISTRICT and/or time extensions.
2. Contractor must submit a request by noon on Thursday, to the IUSD Maintenance & Operations Department, a City of Irvine work hours variance.

Construction Hours Approved by the City of Irvine are:

Monday – Friday	7:00 a.m. – 7:00 p.m.
Saturday	9:00 a.m. – 6:00 p.m.
Sunday	Not Permitted Without Variance

Hour and regulation may change, it is the contractor's responsibility to verify and comply with all City of Irvine construction work hour requirements.

3. Depending upon site conditions, the contractor may be required to work around existing classroom furniture and equipment within existing classroom remodel areas. At the DISTRICT Discretion, the DISTRICT will remove and/or relocate furniture within room areas to accommodate construction requirements. Contractor to cover equipment and furnishings remaining in classroom spaces to protect from damage during the construction process.

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in plans, specifications, drawings, and/or Project Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, or clarify the Project Documents prior to the bid deadline.
- (c) Approval means written authorization by ARCHITECT or DISTRICT.
- (d) Agreement includes collectively all Project Documents.
- (e) Project Documents includes collectively, to wit: Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractor form, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order forms, Shop Drawing Transmittals form, Insurance Certificates and Endorsements, Guarantee form, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) CONTRACTOR or DISTRICT are those mentioned as such in the Agreement. They are treated throughout the Project Documents as if they are of singular number and neuter gender.
- (g) DISTRICT is the Governing Board or its duly authorized representative.
- (h) Locality in which the work is performed means the county and city in which the work is done.
- (i) Project is the planned undertaking as provided for in the Project Documents by DISTRICT and CONTRACTOR.
- (j) Provide shall include "provide complete in place," that is, "furnish and install."
- (k) Safety Orders are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.

(l) 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.

(m) Subcontractor, as used herein, includes those having a direct contractual relationship with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications, but does not include one who merely furnishes material not so worked.

(n) Surety is the person, firm, or corporation that executes as a California admitted surety insurer, the CONTRACTOR's Bid Security, faithful performance bond and payment bond.

(o) Work of the CONTRACTOR or subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in the Project.

(p) Workers includes laborer, worker, or mechanic.

ARTICLE 2. STATUS OF CONTRACTOR

(a) CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Project Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Project Documents.

(b) Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, P. O. Box 26000, Sacramento, CA 95826.

ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

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

ARTICLE 4.

CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

(a) During progress of the work, CONTRACTOR shall keep on the work site a competent superintendent satisfactory to DISTRICT. Before commencing the work herein, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name, qualifications and experience of such superintendent. If Superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the Superintendent with one acceptable to the DISTRICT. Superintendent shall not be changed except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT and ARCHITECT in writing and replace said Superintendent with one acceptable to the DISTRICT. Superintendent shall represent CONTRACTOR and all directions given to Superintendent shall be as binding as if given to CONTRACTOR.

(b) CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Project Documents. CONTRACTOR shall carefully study and compare all plans, drawings, specifications, and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall carefully study and compare the Project Documents with each other, and shall at once report to the ARCHITECT any errors, inconsistencies, or omissions discovered. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Project Documents that the CONTRACTOR recognized and which CONTRACTOR knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

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

(d) Omissions from the plans, drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.

(e) The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Project Documents.

ARTICLE 5. SUBCONTRACTORS

(a) CONTRACTOR agrees to bind every subcontractor by terms of the Project Documents as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of the work, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in Project Documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall the contract documents be construed to be for the benefit of any subcontractor.

(b) DISTRICT's consent to any subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Project Documents and no such consent shall be deemed to waive any provision of any Project Document.

(c) CONTRACTOR must submit with its bid, a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized under the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et. seq.

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

(e) A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the DISTRICT before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the DISTRICT and the CONTRACTOR and the terms of that Agreement and all parts of the Project Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with Article 13 of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the ARCHITECT if in the ARCHITECT'S opinion the subcontractor fails to comply with the requirements of the

Project Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

ARTICLE 6. PROHIBITED INTERESTS

No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly interested financially in this Project or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with construction of Project shall become directly or indirectly interested financially in this Project or in any part thereof. CONTRACTOR shall receive no compensation and shall repay DISTRICT for any compensation received by CONTRACTOR hereunder, should CONTRACTOR aid, abet or knowingly participate in violation of this Article 6.

ARTICLE 7. DISTRICT'S INSPECTOR

(a) One or more Inspector(s), including special inspectors, as required, will be employed by DISTRICT and will be assigned to the Project.

(b) No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Project Documents or order extra work and any extra work performed without the written instruction of the DISTRICT shall be at CONTRACTOR's sole cost and expense and there will be no delay damages incurred by DISTRICT for such work.

(c) No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He/she shall have free access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation to fulfill the Project Documents. Inspector or ARCHITECT shall have authority to stop work whenever provisions of Project Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.

(d) CONTRACTOR understands and agrees that the Inspector for the Project may also serve concurrently as inspector for other DISTRICT projects and may not therefore be available on site during the entire work day. It shall be the responsibility of CONTRACTOR to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections.

ARTICLE 8. ARCHITECT'S STATUS

(a) The ARCHITECT shall be the DISTRICT's representative during construction and shall observe the progress and quality of the work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Project Documents. ARCHITECT shall have authority to stop work whenever such stoppage may be necessary in ARCHITECT'S reasonable opinion to ensure the proper execution of the Project Documents.

(b) The ARCHITECT shall be, in the first instance, the judge of the performance of the work. ARCHITECT shall exercise authority under the Project Documents to enforce CONTRACTOR's faithful performance.

(c) The ARCHITECT shall have all authority and responsibility established by law. The ARCHITECT has the authority to enforce compliance with the Project Documents and the CONTRACTOR shall promptly comply with instructions from the ARCHITECT or an authorized representative of the ARCHITECT.

(d) On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the CONTRACTOR pursuant to the decision of the ARCHITECT shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the ARCHITECT relating thereto.

(e) General supervision and direction of the work by the ARCHITECT shall in no way imply that the ARCHITECT or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or his or her representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Project Documents.

ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the

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

CONTRACTOR, for itself and all subcontractors, agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action CONTRACTOR and all subcontractors may have under the Agreement. This assignment shall become effective at the time DISTRICT tenders final payment to the CONTRACTOR, and CONTRACTOR shall require assignments from all subcontractors to comply herewith.

ARTICLE 11. OTHER CONTRACTS

(a) DISTRICT reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with such other contractors.

(b) 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 ARCHITECT in writing any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR will be held accountable for damages to DISTRICT for that work which it failed to inspect or should have inspected. CONTRACTOR's failure to inspect and report shall constitute its acceptance of other contractor's work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of CONTRACTOR's work.

(c) To ensure proper execution of its subsequent work, CONTRACTOR shall measure and inspect work already in place and shall at once report to the ARCHITECT in writing any discrepancy between executed work and Project Documents.

(d) CONTRACTOR shall ascertain to its 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 Agreement in the light of such other contracts, if any.

(e) Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at site of Project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for 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.

(f) DISTRICT shall not be responsible for any damages suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on Project, or caused by any decision or omission of DISTRICT respecting the order of precedence in performance of contracts.

ARTICLE 12. OCCUPANCY

DISTRICT reserves the right to occupy buildings and/or portions of the site at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the work. Beneficial occupancy of building(s) does not commence any warranty period nor shall it entitle CONTRACTOR to any additional compensation due to such occupancy.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

(a) Termination for Cause. If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its subcontractors should otherwise be guilty of a violation of any provision of this Agreement, then CONTRACTOR shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT's intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to DISTRICT for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, CONTRACTOR shall be excluded from the worksite and not be entitled to receive any further payment until work is finished to DISTRICT's satisfaction.

(b) In the event of any such termination, surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar 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 Agreement or does not commence performance thereof within ten (10) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by any means determined by DISTRICT including hiring another contractor for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. 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, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.

(c) The expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, shall be a charge against CONTRACTOR and CONTRACTOR agrees that the charge may be deducted from any money due or becoming due to CONTRACTOR from DISTRICT or CONTRACTOR shall pay the charge to the DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT. The surety shall become liable for payment should CONTRACTOR fail to pay in full any cost incurred by the DISTRICT.

(d) Nonappropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(e) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the DISTRICT.

ARTICLE 14. BONDS

Unless otherwise specified in Special Conditions, CONTRACTOR shall furnish a surety bond in an amount equal to one hundred percent (100%) of contract price as security for faithful performance of this Agreement and shall furnish a separate bond in an amount of one hundred percent (100%) of the contract price as security for payment to persons performing labor and furnishing materials in connection with this Project. Bonds shall be in the form set forth in these Project Documents.

ARTICLE 15. SUBSTITUTION OF SECURITIES

(a) Pursuant to the requirements of Public Contract Code Section 22300, upon CONTRACTOR's request, DISTRICT will make payment to CONTRACTOR of any earned retention funds withheld from payments under this Agreement if CONTRACTOR deposits with the DISTRICT or in escrow with a California or federally chartered bank acceptable to DISTRICT, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

(1) CONTRACTOR shall be the beneficial owner of any securities substituted for retention funds withheld and shall receive any interest thereon.

(2) All expenses relating to the substitution of securities under said Section 22300 and under this Article 15, including, but not limited to DISTRICT's overhead and administrative expenses, and expenses of escrow agent shall be the responsibility of the CONTRACTOR.

(3) If CONTRACTOR shall choose to enter into an escrow agreement, such agreement shall be in the form as set forth in Public Contract Code section 22300(f) attached hereto as part of the Project Documents and which shall allow for the 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 notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project Documents.

(4) Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the Agreement.

(b) To minimize the expense caused by such substitution of securities, CONTRACTOR shall, prior to or at the time CONTRACTOR requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Agreement. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the DISTRICT determines to withhold, CONTRACTOR shall immediately, and at CONTRACTOR's expense, deposit additional security qualifying under said Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Agreement.

(c) In the alternative, under Section 22300, CONTRACTOR, at its own expense, may request DISTRICT to make payment of earned retention funds directly to the escrow agent. Also at the expense of CONTRACTOR, CONTRACTOR may direct investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investment upon the same conditions as shown in paragraph (a) for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from DISTRICT, pursuant to the terms of Section 22300.

(d) If any provision of this Article 15 shall be found to be illegal or unenforceable, then, notwithstanding, this Article 15 shall remain in full force and effect, and such provision shall be deemed stricken.

ARTICLE 16. FIRE INSURANCE

CONTRACTOR will procure at CONTRACTOR's own expense, and before commencement of any work under this Agreement, fire insurance on the Project. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by DISTRICT. CONTRACTOR shall submit proof of insurance and shall provide endorsements on forms provided by the DISTRICT or on forms approved by the DISTRICT.

ARTICLE 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) CONTRACTOR shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect CONTRACTOR and DISTRICT from all claims for personal injury, including accidental death, to any person (including, as to DISTRICT, injury or death to CONTRACTOR's or subcontractor's employees), as well as from all claims for property damage arising from operations under this Agreement, in amounts as set forth in the Agreement.

(b) CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance in like amounts or insure the activities of its subcontractors in CONTRACTOR's own policy.

(c) CONTRACTOR, during the progress of the work and until final acceptance of the work by DISTRICT upon completion of the entire Agreement, shall maintain Builder's Risk/ "All Risk," course-of-construction insurance in an amount not less than as set forth in the Agreement. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for ARCHITECT's services and expenses required as a result of such insured loss upon the entire work which is the subject of the Project Documents, including completed work and work in progress to the full insurable amount thereof. The risk of damage to the work due to the perils covered by the Builder's Risk/"All Risk" Insurance, as well as any other hazards which might result in damage to

the work, is that of CONTRACTOR and the surety, and no claims for such loss or damage shall be recognized by DISTRICT nor will such loss or damage excuse the complete and satisfactory performance of the Agreement by CONTRACTOR.

(d) CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project.

ARTICLE 18. WORKERS' COMPENSATION INSURANCE

(a) In accordance with the provisions of Section 3700 of the Labor Code, the CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

(b) The CONTRACTOR shall provide, during the life of the Agreement, workers' compensation insurance for all of its employees engaged in work under this Agreement, on or at the site of the Project, and, in case any of its 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 Agreement, on or at the site of the Project, is not protected under the workers' compensation statute, the CONTRACTOR shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. The CONTRACTOR shall file with the DISTRICT certificates of its insurance protecting workers and a thirty (30) day notice shall be provided to DISTRICT before the cancellation or reduction of any policy of CONTRACTOR or subcontractor. CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such endorsements shall be submitted concurrently with the Project Documents.

ARTICLE 19. PROOF OF CARRIAGE OF INSURANCE

(a) CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until all required insurance certificates and endorsements from admitted surety insurers have been obtained and delivered in duplicate to and approved by DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project. CONTRACTOR shall provide proof of insurance on DISTRICT approved forms without revisions.

(b) Certificates and insurance policies shall include the following:

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to DISTRICT stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

(3) Statement that the DISTRICT is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT.

(c) In case of CONTRACTOR's failure to provide insurance as required by the Agreement, the DISTRICT may, at DISTRICT's option, take out and maintain at the expense of the CONTRACTOR, such insurance in the name of CONTRACTOR, or subcontractor, as the DISTRICT may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the CONTRACTOR under this Agreement.

ARTICLE 20. DRAWINGS AND SPECIFICATIONS

(a) Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

(b) Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Project Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations and if the CONTRACTOR performed same (1) without first consulting the ARCHITECT for further instructions regarding said work, or (2) disregarded the ARCHITECT'S instructions regarding said work.

(c) Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT. Before commencing any portion of the work, CONTRACTOR shall carefully examine all drawings and specifications and other information given to CONTRACTOR. CONTRACTOR shall immediately notify ARCHITECT and DISTRICT in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the drawings and specifications. If CONTRACTOR or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Project Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof. In

the event ARCHITECT determines that CONTRACTOR's requests for clarification or interpretation are not justified or do not reflect adequate competent supervision or knowledge by the CONTRACTOR or his/her subcontractors, CONTRACTOR shall be required to pay ARCHITECT's reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence work or any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.

(d) Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the ARCHITECT in writing, and any necessary changes shall be adjusted as provided in the Article entitled "Changes and Extra Work;" provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to DISTRICT.

(e) Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

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

(g) The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment as per best practices of the trade(s) involved, unless specifically noted otherwise.

(h) ARCHITECT will furnish to CONTRACTOR one (1) complete set of blue-line prints for posting of changes. Additional blue-line prints shall be provided by ARCHITECT upon payment by CONTRACTOR. During the construction period, CONTRACTOR shall maintain the set of blue-line prints in a satisfactory record condition, and shall thoroughly and neatly post, as they occur, all additions, deletions, corrections and/or revisions in the actual construction of the Project. The record drawings must be posted monthly and be current prior to each submission of each certificate of payment.

ARTICLE 21. OWNERSHIP OF DRAWINGS

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Project Documents and copies thereof furnished by DISTRICT are DISTRICT'S property. They are not to be used in other work and are to be returned to DISTRICT on request at completion of work, and may be used by DISTRICT as it may require, without any additional costs to DISTRICT.

ARTICLE 22. DETAIL DRAWINGS AND INSTRUCTIONS

(a) In case of ambiguity, conflict, or lack of information, ARCHITECT shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with Project Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the ARCHITECT of the relationship of the request to the critical path of construction.

(b) Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.

(c) The ARCHITECT will furnish necessary additional details to more fully explain the work, which details shall be considered as part of the Project Documents.

(d) Should any details be more elaborate, in the opinion of the CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice thereof to the ARCHITECT within five (5) days of the receipt of same. In case no notice is given to the ARCHITECT within five (5) days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then it will be considered, and if found justified, the ARCHITECT will either modify the drawings or shall recommend to DISTRICT a change order for the extra work involved.

(e) All parts of the described and shown construction shall be of the best quality of their respective kinds and the CONTRACTOR is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first from the ARCHITECT such directions and/or drawings as may be necessary for the proper performance of the work.

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

ARTICLE 23. SHOP DRAWINGS

(a) CONTRACTOR shall check and verify all field measurements and shall submit to ARCHITECT within ____ () calendar days of the date specified on the Notice to Proceed _____ () copies, checked and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work of various trades. ARCHITECT shall review such drawings, schedules and materials list only for conformance with design concept of Project and compliance with information given in Project Documents, and return as approved or disapproved with guidance as to required corrections within ____ () calendar days. CONTRACTOR shall make any corrections required by ARCHITECT, file three (3) corrected copies with ARCHITECT, and furnish such other copies as may be needed for construction within ____ () calendar days. ARCHITECT'S approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT'S attention to such deviations at time of submission and secured ARCHITECT'S written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.

(b) All submittals of shop drawings, catalog cuts, data sheets, schedules and material lists shall be complete and shall conform to contract drawings and specifications.

(c) The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs and operating instructions.

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

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

(f) Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, the

CONTRACTOR or Supplier may obtain from the ARCHITECT quantities of the shop drawing transmittal form at reproduction cost.

(g) CONTRACTOR's review and approval of shop drawings shall include the following stamp:

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

Signature of CONTRACTOR"

(h) Within _____ () calendar days after receipt of shop drawings, the ARCHITECT will return one or more prints of each drawing to CONTRACTOR with his or her comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to cover additional costs of the ARCHITECT'S review beyond the second submission and any other costs incurred by DISTRICT.

(i) If prints of the shop drawing are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said drawing and shall resubmit six (6) copies of the revised drawing to the ARCHITECT. If prints of the drawing are returned to the CONTRACTOR marked "REJECTED RESUBMIT," the CONTRACTOR shall resubmit six (6) new copies of the drawing to the ARCHITECT.

(j) Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Project Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project Documents.

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

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

(l) Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.

(m) Calculations of a structural nature must be approved by the Division of State Architect.

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

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out of this work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. Such work shall be done by a qualified civil engineer approved by the ARCHITECT. Any required "Record" drawings of site development shall be prepared by the approved civil engineer.

ARTICLE 25. SOILS INVESTIGATION REPORT

(a) When a soils investigation report has been obtained from test holes at the site, such report is available for the CONTRACTOR's use in preparing its bid and work under this Agreement. Such report shall not be part of the Agreement. Any information obtained from such report or any information given on drawings as to surface and 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 Agreement. CONTRACTOR is

required to make a visual examination of site and must make whatever test CONTRACTOR deems appropriate to determine surface and subsurface soil conditions. If, during the course of work under this Agreement, CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, then CONTRACTOR shall notify the DISTRICT within five (5) working days of discovery of the condition.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE NOR ANY INFORMATION CONTAINED IN ANY SOILS REPORT. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTOR'S INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

(b) CONTRACTOR agrees that no claim against DISTRICT will be made by CONTRACTOR for damages and hereby waives any rights to damages in the event that during progress of work CONTRACTOR encounters subsurface or latent conditions at the worksite materially different from those shown on drawings or indicated in specifications.

ARTICLE 26. TESTS AND INSPECTIONS

(a) Tests and inspections will comply with California Code of Regulations and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction over the Project.

(b) If the Agreement, DISTRICT's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, CONTRACTOR shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform the DISTRICT's Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by DISTRICT's Inspector shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of DISTRICT's Inspector, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense in compliance with the Agreement. Costs of tests, inspections and any materials found to be not in compliance with the Agreement shall be paid for by CONTRACTOR. Other costs for test and inspection shall be paid by the DISTRICT.

ARTICLE 27. TRENCHES

(a) CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.

(b) If this Agreement involves the excavation of any trench or trenches five (5) feet or more in depth, and the Project cost is in excess of \$25,000, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT for acceptance or to whomever DISTRICT designates which may include a registered civil or structural engineer employed by the DISTRICT to whom authority to accept has been delegated, 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 such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Agreement for completion of the work as set forth in the Project Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT. Labor Code Section 6500 and 6705; Health and Safety Code Section 17922.5)

(c) If this Agreement involves the digging of trenches or excavations that extend deeper than four feet below the surface, the following shall apply pursuant to Public Contract Code section 7104:

(1) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:

(i) 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.

(ii) Subsurface or latent physical conditions at the site different from those indicated.

(iii) 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.

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

(3) In the event a dispute arises between the DISTRICT and the CONTRACTOR, 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 Project Documents, but shall proceed with all the work to be performed under the Project Documents. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 28. DOCUMENTS ON WORK

CONTRACTOR shall keep on the job site at all times one legible copy of all Project Documents, including addenda and change orders, and all approved drawings, plans, schedules and specifications. Said Documents shall be kept in good order and available to ARCHITECT, ARCHITECT's representatives, and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project.

ARTICLE 29. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT, the CONTRACTOR, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this Agreement .

ARTICLE 30. SUBSTITUTIONS

(a) Prior to Bid Opening. Should the bidder wish to request prior to bid opening, any substitution for the materials, process, service or equipment specified, the bidder shall submit a written request at least ten (10) working days before the bid opening date and hour. If the substituted item is acceptable, the DISTRICT will approve it in an Addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will not be considered. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the project.

(b) After Bid Opening and Prior to Award of Contract. If the bidder clearly indicates in its bid that it is proposing to use an "equal" product, the brand name or trade name, if any, of a proposed substitute item shall be inserted in the space provided in the bid or shall

be otherwise clearly identified in the bid. If the bidder fails to indicate an "equal" product, its bid shall be considered as offering the material, process, service or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the DISTRICT reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed "equal" item, the bidder will then supply the material, process, service or equipment designated by brand name or trade name or a substitute therefore which meets with the approval of the DISTRICT.

With respect to all proposed substitutions of "equal" items, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions within _____ () days prior to the award of the contract. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the Project. The DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The DISTRICT shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the DISTRICT shall be final and conclusive. Unless extended by the mutual agreement of the parties, the DISTRICT shall notify the successful bidder of the decision concerning the proposed substitution of "equal" items prior to the award of the contract. Also such decisions by the DISTRICT shall be in writing, and no proposed substituted item shall be deemed approved unless the DISTRICT has so indicated in writing. These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the bidder's failure to request the substitution of an item at the times and in the manner set forth herein.

(c) Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal," and CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT or ARCHITECT approval.

(d) If material, process, service, or equipment offered by CONTRACTOR is not, in opinion of ARCHITECT, or DISTRICT, substantially equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. Burden of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. Provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of this Agreement nor shall DISTRICT or ARCHITECT authorize the submission of □or equal□ substantiating data within ____ () days of the filing of the Notice of Completion on the Project.

(e) In the event CONTRACTOR furnishes material, process, service or equipment other than what was specified by the DISTRICT and which has been accepted by the DISTRICT and which later is defective, then CONTRACTOR at its sole cost and expense shall furnish the DISTRICT specified material, process, service or equipment or fully replace with new the defective material process, service or equipment at DISTRICT's discretion.

(f) In the event CONTRACTOR furnishes material, process service, or equipment more expensive than that specified, difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded or credited by CONTRACTOR to DISTRICT.

(g) Price, fitness and quality being equal with regard to supplies, the District may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California provided the bids of said suppliers or the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California and the public good will be served thereby. (Government Code section 4330-4334)

ARTICLE 31. SAMPLES

(a) CONTRACTOR shall furnish for approval, within thirty-five (35) calendar days following award of contract, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the work. ARCHITECT shall review such samples, as to conformance with design concept of work and for compliance with information given in Project Documents and approve or disapprove same within ten (10) working days from receipt of same.

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

(c) Samples shall, upon demand of ARCHITECT or DISTRICT, be submitted for tests or examinations and considered before incorporation of same into the work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the CONTRACTOR.

ARTICLE 32. PROGRESS SCHEDULE

(a) Within five (5) calendar days after being awarded the contract, CONTRACTOR shall submit a progress schedule for DISTRICT's approval. The schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) or equivalent scheduling methodology for the value reporting, planning and scheduling, of all work required under the Project Documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished.

(b) The scheduling is necessary for the DISTRICT's adequate monitoring of the progress of the work and shall be prepared in accordance with the time frame described in Article 4 of the Agreement. The DISTRICT may disapprove such a schedule and require modification to it if, in the opinion of the ARCHITECT or DISTRICT, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. CONTRACTOR shall adhere to any such modifications required by the DISTRICT.

(c) CONTRACTOR will exchange scheduling information with subcontractors and suppliers. CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

(d) The CONTRACTOR shall submit to DISTRICT a monthly schedule to reflect the actual sequence of the work which shall be totally separate and apart from the original progress schedule.

(e) The CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised schedules within ten (10) calendar days if, at any time, the ARCHITECT or DISTRICT, consider the completion date to be in jeopardy. The revised schedule shall be designed to show how the CONTRACTOR intends to accomplish the work to meet the original completion date. The form and method employed by the CONTRACTOR shall be the same as for the original progress schedule. The CONTRACTOR shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. CONTRACTOR will provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

(f) CONTRACTOR shall submit a revised schedule within ten (10) consecutive calendar days of CONTRACTOR's request for any extension of time. Failure to submit such schedule will result in CONTRACTOR waiving his/her right to obtain any extension of time.

(g) IT IS AGREED THAT THE DISTRICT OWNS THE "FLOAT" ON THIS PROJECT. IF CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, DISTRICT's ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY DELAY CLAIM OR DISRUPTION DAMAGES OR ANY OTHER DAMAGES DUE TO ANY SUCH REVISED SCHEDULE. NOTHING PROVIDED HEREIN SHALL BE

CONSTRUED AS A DIRECT, INDIRECT OR IMPLICIT ACCELERATION ORDER TO THE CONTRACTOR.

(h) CONTRACTOR agrees that failure to timely submit the progress schedule, the monthly schedule or any revised progress schedule requested by the ARCHITECT or the DISTRICT may result in delay in payment to CONTRACTOR.

ARTICLE 33. MATERIALS AND WORK

(a) Except as otherwise specifically stated in this Agreement, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Project within specified time.

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

(c) Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. DISTRICT has no obligation to pay for any prefabricated material stored offsite until delivered and installed to the jobsite and inspected and approved by the inspector of record.

(d) CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. CONTRACTOR shall, upon demand from the ARCHITECT, furnish to the ARCHITECT documentary evidence showing that orders have been placed.

(e) DISTRICT reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the CONTRACTOR.

(f) No materials, supplies, or equipment for work under this Agreement 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 it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to 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 utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof.

(g) Nothing contained in this Article 33, however, shall defeat or impair the rights 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 CONTRACTOR in hand of 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 materials or labor when no formal contract is entered into for such materials or labor.

(h) The title to new materials and/or equipment and attendant liability for its protection and safety, shall remain in the CONTRACTOR until incorporated in the work and accepted by the DISTRICT; no part of said materials and/or equipment shall be removed from its place of onsite/offsite storage except for immediate installation in the work; and CONTRACTOR shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the DISTRICT or its authorized representative.

ARTICLE 34. INTEGRATION OF WORK

(a) CONTRACTOR shall do all cutting, fitting, patching, and preparation 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 or existing conditions showing upon, or reasonably implied by, the drawings and specifications, and shall follow all directions given by the Architect.

(b) All costs caused by defective or ill-timed work shall be borne by CONTRACTOR.

(c) CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without the written consent of the ARCHITECT. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

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

(e) CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused

such damage and not the DISTRICT. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

ARTICLE 35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

- (a) Permits, licenses, and certificates necessary for prosecution of work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the ARCHITECT before demand is made for the certificate of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain contractors' licenses in effect as required by law.
- (b) Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by DISTRICT, unless otherwise specified.
- (c) Permits and charges for installation, and inspection thereof, of utility services by serving utilities shall be secured and paid for by DISTRICT.

ARTICLE 36. SURVEYS

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

ARTICLE 37. EXISTING UTILITY LINES; REMOVAL, RESTORATION

- (a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing work under this Agreement, discovers utility facilities not identified by the DISTRICT in the plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility in writing. CONTRACTOR shall be compensated according to the provisions governing changes in the work.
- (b) This Article 37 shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

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

ARTICLE 38. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

(a) CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work as indicated and specified.

(b) If CONTRACTOR observes that drawings or specifications are at variance therewith, CONTRACTOR shall promptly notify ARCHITECT in writing and any changes deemed necessary by the ARCHITECT shall be adjusted as provided for changes in work. If CONTRACTOR performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom. Where plans, drawings or specifications state that materials, processes, or procedures must be approved by the Division of State Architect, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying requirements of such bodies or agencies.

ARTICLE 39. ACCESS TO WORK

DISTRICT and its representatives shall at all times have access to work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access so that DISTRICT's representatives may perform their functions.

ARTICLE 40. PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

(1) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(2) For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and

(3) To each of its subcontractors, not later than the 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.

(4) Within seven (7) days from the time that all or any portion of the retentions are received by CONTRACTOR from DISTRICT, to each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract. CONTRACTOR may withhold from a subcontractor its portion of the retentions if a bona fide dispute exists between the subcontractor and the CONTRACTOR. The amount withheld from the retention shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

ARTICLE 41. INSPECTOR'S FIELD OFFICE

CONTRACTOR shall provide for the exclusive use of Inspector a temporary field office to be located as directed by Inspector and to be maintained until removal is authorized by DISTRICT. 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. A table satisfactory for study of plans and two chairs shall be provided by CONTRACTOR. CONTRACTOR shall provide and pay for adequate electric lights, telephone service (not a pay phone), and adequate heat for the field office until authorized removal.

ARTICLE 42. UTILITIES

(a) All 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. When it is necessary to interrupt any existing utility service to make connections, a minimum of forty-eight (48) hours advance notice shall be given to the DISTRICT and ARCHITECT. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the DISTRICT and the ARCHITECT. In the event any utility service is interrupted without the required forty-eight (48) hours notice, then CONTRACTOR shall be liable for all damage suffered by DISTRICT due to the interruption. Upon completion of work, CONTRACTOR shall remove all temporary distribution systems.

(b) CONTRACTOR may, with written permission of DISTRICT, use DISTRICT's existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for the Project.

ARTICLE 43. SANITARY FACILITIES

The CONTRACTOR shall provide sanitary temporary toilet facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The toilet facilities shall be maintained in a sanitary condition at all

times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the work under construction shall not be permitted.

ARTICLE 44. CLEANING UP

CONTRACTOR at all times shall keep work site free from debris such as waste, rubbish, and excess materials and equipment caused by this work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove same. Upon completion of work, CONTRACTOR shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If CONTRACTOR fails to clean up, the DISTRICT shall do so and the cost thereof shall be charged to the CONTRACTOR and deducted from any progress payment due.

ARTICLE 45. PATENTS, ROYALTIES, AND INDEMNITIES

The CONTRACTOR shall hold and save the DISTRICT and its governing board, 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 Agreement, including its use by the DISTRICT, unless otherwise specifically provided in the Project Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.

ARTICLE 46. GUARANTEE

(a) CONTRACTOR warrants that the work (which includes any equipment furnished by CONTRACTOR as part of the materials) shall: (a) be free from defects in workmanship and material; (b) be free from defects in any design performed by CONTRACTOR; (c) be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) be suitable for the use stated in the specifications.

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

(c) District shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any

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

(d) In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing, DISTRICT is hereby authorized to proceed to have defects repaired or replaced and made good at expense of CONTRACTOR and Surety who hereby agree to pay costs and charges therefore immediately on demand.

(e) 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 written notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or neither complies with the DISTRICT's requirements 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 and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT will not relieve the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Project Documents.

(f) This Article does not in any way limit the guarantees 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 to DISTRICT all appropriate guarantee or warranty certificates upon completion of the Project or upon request by DISTRICT.

(g) All guarantees required under this Article shall be in writing on the Guarantee form included in the Project Documents.

(h) CONTRACTOR shall provide to DISTRICT instruction manuals for all items which require same.

(i) Nothing herein shall limit any other rights or remedies available to DISTRICT.

(j) The DISTRICT may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 47. DUTY TO PROVIDE FIT WORKERS

(a) CONTRACTOR and subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this Article.

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

ARTICLE 48. WAGE RATES, TRAVEL AND SUBSISTENCE

(a) Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code, the governing board of DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director.") These rates are on file with the Clerk of the DISTRICT's governing board and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the work site. Labor Code Section 1773.2. The rates are available on the Internet at www.dir.ca.gov "Statistics & Research."

(b) Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed.

(c) CONTRACTOR shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.

(d) CONTRACTOR shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.8.

(e) If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice Calling for Bids or the contract subsequently awarded.

(f) Pursuant to Labor Code Section 1775, CONTRACTOR shall as a penalty to the DISTRICT, forfeit fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director,

for such craft or classification in which such worker is employed for any public work done under the Agreement by CONTRACTOR or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of the CONTRACTOR's mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage, or the previous record of the CONTRACTOR in meeting his or her prevailing rate of per diem wage obligations, or the CONTRACTOR's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the CONTRACTOR had knowledge of his or her obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by the CONTRACTOR.

(g) Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

(h) Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8.

(i) CONTRACTOR shall post at appropriate conspicuous points on the site of the Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 49. 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 Agreement upon the work or upon any part of the work contemplated by this Agreement shall be limited and restricted by the Agreement to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove 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 shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Agreement. The record shall be kept open at

all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations.

(c) Pursuant to Labor Code Section 1813, 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 one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(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.

ARTICLE 50. PAYROLL RECORDS

(a) Pursuant to the provisions of Labor Code Section 1776, the CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Agreement to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the work.

(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 DISTRICT, 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 for inspection upon request by the public or copies thereof made; provided, however, that a request by the public shall be made through either the District, 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.

(4) The form of certification shall be as follows:

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

Dated: _____ Signature: _____

(c) Contractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR fails to comply within the 10-day period, the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit Twenty-Five Dollars (\$25) 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.

(d) Any copy of payroll records made available for inspection as copies and furnished upon request to the public by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR shall not be marked or obliterated.

(e) The CONTRACTOR shall inform the DISTRICT of the location of the payroll records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a written notice of a change of location and address.

(f) It shall be the responsibility of the CONTRACTOR to ensure compliance with the provisions of this Article 50 and the provisions of Labor Code Section 1776.

ARTICLE 51. APPRENTICES

(a) The CONTRACTOR acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article 51 and with Labor Code Section 1777.5 for all apprenticing occupations.

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

(c) Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

(d) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

(e) Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade in performing any work under this Agreement shall employ apprentices in at least the ratio set forth in Section 1777.5 and apply to the applicable joint apprenticeship committee for a certificate approving the CONTRACTOR or subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.

(f) Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Agreement, the number of apprentices to be employed and the approximate dates the apprentices will be employed.

(g) If the CONTRACTOR or subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Chief of the Division of Apprenticeship Standards, the CONTRACTOR or subcontractor shall be subject to the penalties imposed under Labor Code Section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(h) The CONTRACTOR and all subcontractors shall comply with Labor Code Section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

(i) CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200, et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, San Francisco, California 94102, (415) 703-4920.

ARTICLE 52. LABOR - FIRST AID

The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Sec. 651, et seq.).

ARTICLE 53. PROTECTION OF PERSONS AND PROPERTY

(a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. 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. All work shall be solely at the CONTRACTOR's risk with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105.

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

(c) In an emergency affecting safety of person or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from ARCHITECT or DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by Architect or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with the DISTRICT.

(d) CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

(e) CONTRACTOR shall (unless waived by the DISTRICT in writing):

- (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by ARCHITECT.
- (4) When directed by DISTRICT, take preventive measures to eliminate objectionable dust.
- (5) Enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on 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 at no cost to the DISTRICT.

ARTICLE 54. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

ARTICLE 55. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES

- (a) CONTRACTOR shall furnish on form(s) approved by DISTRICT:
 - (1) Within ten (10) calendar days of award of contract a detailed schedule of values giving complete breakdown of contract price for each component of the Project or site which shall include all subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values; and

(2) A periodical itemized estimate of work done for purpose of making partial payments thereon. Change order work shall be clearly identified on a separate schedule of values.

(3) Within ten (10) calendar days of request of DISTRICT, a schedule of estimated monthly payments which shall be due CONTRACTOR under the Agreement.

(b) Values employed in making up any of these schedules are subject to the ARCHITECT's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

ARTICLE 56. CONTRACTOR CLAIMS

If the CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, CONTRACTOR shall, within five (5) calendar days after sustaining of such damage, make to the ARCHITECT a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the CONTRACTOR shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, CONTRACTOR's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

ARTICLE 57. DISPUTES - ARCHITECT'S DECISIONS

(a) The ARCHITECT shall, within a reasonable time, make decisions on all matters relating to the CONTRACTOR's execution and progress of the work. The decisions of the ARCHITECT shall not be binding, but shall be advisory only on the CONTRACTOR for the purpose of CONTRACTOR's obligation to proceed with the work.

(b) Except for tort claims, all claims by the CONTRACTOR for a time extension, payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the DISTRICT of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be subject to the settlement procedures set forth in Public Contract Code Section 20104, et seq. which provisions are incorporated herein by reference.

(c) In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not

performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Agreement nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

ARTICLE 58. PAYMENTS

(a) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the DISTRICT of the monthly progress schedule and an undisputed, properly submitted payment request from CONTRACTOR which has been certified for payment by the Architect, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of value of work performed and of materials delivered to the jobsite and inspected and approved by the inspector of record and subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Public Contract Code Section 20104.50 Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth 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 Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, 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 FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT OR ARCHITECT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR. CONTRACTOR AGREES TO THE FIVE PERCENT (5%) RETENTION ON ALL PROGRESS PAYMENTS. Public Contract Code Section 9203.

(b) DISTRICT has discretion to require from the CONTRACTOR any of the following information with the application for payment: (i) certified payroll covering the period of the prior application for payment; (ii) unconditional waivers and releases from all subcontractors/suppliers for which payment was requested under the prior application for payment; and/or (iii) receipts or bills of sale for any items. CONTRACTOR agrees that payment may be contingent upon District receiving any one or more of these documents.

(c) Before payment is made hereunder, a certificate in writing shall be obtained from the ARCHITECT stating that the work for which the payment is demanded has been performed in accordance with the terms of the Project Documents and that the amount stated in the certificate is due under the terms of the Project Documents, which certificate shall be attached to and made a part of the claim made and filed with the DISTRICT, provided that if the ARCHITECT shall, within three (3) days after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file

its claim with the DISTRICT without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said claim as presented or shall, by an order entered on the minutes of said DISTRICT state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the ARCHITECT shall not be conclusive upon the DISTRICT, but advisory only.

(d) Upon receipt of CONTRACTOR's payment request, DISTRICT shall review the payment request as soon as practicable after receipt for the purpose of determining that the payment request is proper. Any payment request determined not to be proper shall be returned to the CONTRACTOR as soon as practicable but not later than seven (7) days after receipt and shall be accompanied by a document setting forth in writing the reasons(s) why the payment request was not proper. Public Contract Code Section 20104.50

(e) NO PAYMENT BY DISTRICT HEREUNDER SHALL BE INTERPRETED SO AS TO IMPLY THAT DISTRICT HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK.

(f) Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Agreement, CONTRACTOR shall submit to DISTRICT, in writing a summary of all claims for compensation under or arising out of this Agreement which were timely filed. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of this Agreement, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR's final request for payment.

(g) CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received within seven (7) days from the time that all or any portion of the retention are received by the CONTRACTOR subject to any limitations set forth in Public Contract Code Section 7107(e).

(h) The final payment of the five percent (5%) retention of the value of the work done under this Agreement, if unencumbered, shall be made thirty-five (35) days after recording by the DISTRICT of the Notice of Completion at the County Recorder's Office. APPROVAL OF COMPLETION OF THE PROJECT WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OF DISTRICT. Public Contract Code Section 7107.

ARTICLE 59. CHANGES AND EXTRA WORK

(a) DISTRICT may, as provided by law and without affecting the validity of this Agreement, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, contract sum being

adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. DISTRICT has discretion to order changes on a “time and material” basis with adjustments to time made after CONTRACTOR has justified through documentation the impact on the critical path of the Project.

(b) Notwithstanding any other provision in the Project Documents, the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order unless otherwise provided in the change order. The amount of the compensation due CONTRACTOR shall be calculated pursuant to subparagraph (e) of this Article 59. The entire compensation shall not include any additional charges not set forth in subparagraph (e) and shall not include delay damages (due to processing of a change order, refusal to sign a change order) indirect, consequential, and incidental costs including any project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under subparagraph (e) of this Article 59.

(c) In giving instructions, ARCHITECT shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the Project. The DISTRICT’s Assistant Superintendent of Business Services may authorize changes in work involving a change in cost that does not exceed Fifteen Thousand Dollars \$15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from DISTRICT, authorized by action of the governing board, and no claim for addition to contract sum shall be valid unless so ordered.

(d) If the ARCHITECT determines that work required to be done constitutes extra work outside the scope of the Agreement, the ARCHITECT shall send a request for a detailed proposal to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five (5) calendar days of receipt of the Request for Proposal which shall include a complete itemized cost breakdown of all labor and materials showing actual quantities, hours, unit prices, and the wage rates required for the change. If the change order involves a change in construction time, a request for the time change shall accompany the change order cost breakdown. All such requests for time shall be specified by CONTRACTOR as either “work days” or “calendar days.” Any request for time received with only the designation of “days” shall be considered calendar days. The term “work days” as used in this paragraph shall mean Monday through Friday, excluding Saturdays, Sundays and federal/State of California observed holidays. If the work is to be performed by a subcontractor, CONTRACTOR must include a bid from the subcontractor containing the same detailed information as required for CONTRACTOR. No extensions of time will be granted for change orders that, in the opinion of the ARCHITECT, do not affect the critical path of the Project.

(e) Value of any such extra work, change, or deduction shall be determined at the discretion of DISTRICT in one or more of the following ways:

(1) By mutual written acceptance of a lump sum proposal from CONTRACTOR properly itemized and supported by sufficient substantiating data to permit evaluation by DISTRICT and ARCHITECT.

(2) By unit prices contained in CONTRACTOR's original bid and incorporated in the Project Documents or fixed by subsequent agreement between DISTRICT and CONTRACTOR.

(3) By cost of material and labor and percentage for overhead and profit ("time and material"). If the value is determined by this method the following requirements shall apply:

(A) Daily Reports by Contractor.

(i) General. At the close of each working day, the CONTRACTOR shall submit a daily report to the ARCHITECT and the Inspector, on forms approved by the DISTRICT, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the ARCHITECT and the CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

(ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.

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

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

(v) Other Services and Expenditures. Other services and expenditures shall be described in such detail as the DISTRICT may require.

(B) Basis for Establishing Costs

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

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

(iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less or where an invoice is not provided.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the DISTRICT than holding it at the work site, it shall be returned, unless the CONTRACTOR elects to keep it at the work site at no expense to the DISTRICT.

All equipment shall be acceptable to the ARCHITECT, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iv) Other Items. The DISTRICT may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from the

CONTRACTOR or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

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

(C) The following form shall be used as applicable by the DISTRICT and CONTRACTOR to communicate proposed additions and deductions to the Agreement.

	<u>EXTRA</u>	<u>CREDIT</u>
i. Material/Equipment (attach itemized quantity and unit cost plus sales tax)	_____	_____
ii. Labor (attach itemized hours and rates)	_____	_____
iii. Subtotal	_____	_____
iv. If subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 15% of Item iii. above	_____	_____
v. Subtotal	_____	_____
vi. General Contractor's Overhead and Profit, not to exceed 15% of Item v if Contractor performed the work. If subcontractor performed the work, not to exceed 5% of Item v. Of portions performed by Contractor and subcontractors, portions performed by Contractor shall not exceed 15% of Item V, and portions performed by Subcontractor shall not exceed 5% of Item v.	_____	_____
vii. Subtotal	_____	_____
viii. Bond and Liability Insurance		

Premium, if in fact additional bonds or insurance were actually purchased, not to exceed 1% of Item vii.

ix. Total

(4) IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES, AS DETERMINED BY ANY OF THE AFOREMENTIONED METHODS, EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT. ANY COSTS OR EXPENSES NOT INCLUDED ARE DEEMED WAIVED. FOR PURPOSES OF DETERMINING THE COST, IF ANY, OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSION HEREUNDER, ALL TRADE DISCOUNTS, REBATES, REFUNDS, AND ALL RETURNS FROM THE SALE OF SURPLUS MATERIALS AND EQUIPMENT SHALL ACCRUE AND BE CREDITED TO CONTRACTOR, AND CONTRACTOR SHALL ENSURE THAT SUCH DISCOUNTS, REBATES, REFUNDS, AND RETURNS MAY BE SECURED, AND THE AMOUNT THEREOF SHALL BE ALLOWED AS A REDUCTION OF CONTRACTOR'S COST IN DETERMINING THE ACTUAL COST OF CONSTRUCTION FOR PURPOSES OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSIONS IN THE WORK AS PROVIDED HEREIN.

(f) If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Agreement, CONTRACTOR shall notify the DISTRICT, in writing, of such claim within five (5) calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual bases for the claim and cite in detail the Project Documents (including plans and specifications) upon which the claim is based. The CONTRACTOR's failure to notify the DISTRICT within such five (5) day period shall be deemed a waiver and relinquishment of such a claim. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions.

(g) “PROHIBITED USAGE OF CONTRACTOR QUALIFYING LANGUAGE STAMPS ON DISTRICT DRAWINGS OR CONTRACT FORMS.” Contractor shall not countersign or endorse any form, drawing, change order, contract or other documents with any conditions not mutually agreed to in advance by the DISTRICT and the CONTRACTOR. Endorsement of a contract, change order, specification, drawing or form with the following: “This change order is being executed without waiver of the right to seek additional compensation for such services,” shall be of no legal force or effect.

ARTICLE 60. COMPLETION

(a) The DISTRICT shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work including punch list items shall have been completed to the satisfaction of the DISTRICT. Civil Code Section 3093. The work may only be accepted as complete by action of the DISTRICT's Governing Board.

(b) However, the DISTRICT, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the entire work including individual portions of the work shall have been completed to the satisfaction of the DISTRICT, except for minor corrective items, as distinguished from incomplete items.

(c) A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR's sole cost and expense and DISTRICT shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the DISTRICT due to the erroneous claims by the CONTRACTOR that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.

(d) If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the DISTRICT shall withhold from the final payment an amount equal to one hundred fifty percent (150%), as determined by the DISTRICT, of the amount of each item until such time as the item is completed. Public Contract Code Section 7107. At the end of such 35-day period, if there are items remaining to be corrected, the DISTRICT may elect to proceed as provided in Article 61(b) entitled "Adjustments to Contract Price."

ARTICLE 61. ADJUSTMENTS TO CONTRACT PRICE

(a) If CONTRACTOR defaults or neglects to carry out the work in accordance with the Project Documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.

(b) The DISTRICT shall adjust the total contract price by reducing the amount thereof by the cost of making good such deficiencies. If DISTRICT deems it inexpedient to correct work not done in accordance with the Project Documents, an equitable reduction in the contract price shall be made therefore.

ARTICLE 62. CORRECTION OF WORK

(a) CONTRACTOR shall promptly remove all work identified by DISTRICT as failing to conform to the Project Documents, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with Project Documents without additional expense to 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 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 63. EXTENSION OF TIME - LIQUIDATED DAMAGES

(a) The CONTRACTOR and DISTRICT hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. CONTRACTOR shall be assessed liquidated damages for each and every day the work required under the Project Documents remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the Project Documents. The CONTRACTOR will pay to the DISTRICT or DISTRICT may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. Government Code Section 53069.85 for purposes of this article, the work shall be considered "complete" in accordance with the provisions of Article 60, "COMPLETION", except that the work may be considered complete without formal acceptance by the DISTRICT Governing Board so long as the Governing Board, at its next regularly scheduled meeting, accepts the work.

(b) CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall within ten (10) days of beginning of any such delay, notify DISTRICT in writing of causes of delay. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's finding of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected.

ARTICLE 64. PAYMENTS WITHHELD

(a) In addition to amount which DISTRICT may retain under Article entitled "COMPLETION" and Article entitled "PAYMENTS," DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:

(1) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors, or against and about the performance of work on the Project, including, without limitation, payments made pursuant to the Article entitled "PAYMENTS BY CONTRACTOR."

(2) The cost of defective work which CONTRACTOR has not remedied.

(3) Liquidated damages assessed against CONTRACTOR.

(4) Penalties for violation of labor laws.

(5) The cost of materials ordered by the DISTRICT pursuant to Article 33 entitled "MATERIALS AND WORK."

(6) The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to CONTRACTOR.

(7) Damage to DISTRICT, another contractor, or subcontractor.

(8) Site clean-up as provided in Article 44 entitled "CLEANING UP."

(9) Payments to indemnify, defend, or hold harmless the DISTRICT.

(10) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.

(11) Extra services for ARCHITECT.

(12) Extra services for the INSPECTOR including but not limited to reinspection required due to CONTRACTOR's failed tests or installation of unapproved or defective materials and CONTRACTOR's requests for inspection and CONTRACTOR's failure to attend the inspection.

(13) Failure of CONTRACTOR to submit on a timely basis, proper and sufficient documentation required by the Project Documents, including without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders and verified reports.

(14) Any other obligation(s) of the DISTRICT which the DISTRICT is authorized and/or compelled by law to perform.

(b) If the above grounds are in the opinion of the DISTRICT removed by or at the expense of CONTRACTOR, payment shall be made for amounts withheld because of them.

(c) DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under 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 an accounting of such funds disbursed on behalf of CONTRACTOR.

(d) As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total contract price as provided in Article 61 entitled "ADJUSTMENTS TO CONTRACT PRICE."

ARTICLE 65. TAXES

(a) CONTRACTOR will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Project Documents.

(b) 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 documents necessary to show (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 66. NO ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be

relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

ARTICLE 67. NOTICE

Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a 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, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or to CONTRACTOR's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;
- (3) If notice is given to surety or other persons, 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 surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

ARTICLE 68. NO WAIVER

The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 69. NON-UTILIZATION OF ASBESTOS MATERIAL

- (a) The CONTRACTOR will be required to execute and submit the 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 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 who shall have sole discretion and final determination in this matter.

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

(c) Cost of all asbestos removal, including, but not 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 as 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 Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT 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, risks and liabilities.

ARTICLE 70. LEAD

Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the CONTRACTOR shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

ARTICLE 71. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to

reimburse the Department for its costs incurred in processing the application. The CONTRACTOR shall not permit an employee to come in contact with DISTRICT pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by CONTRACTOR is included in the Project Documents.

ARTICLE 72. DISABLED VETERAN BUSINESS ENTERPRISES

Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises, established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT's policies and procedures. CONTRACTOR may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 323-5478. The CONTRACTOR shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the CONTRACTOR shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

ARTICLE 73. TOBACCO FREE POLICY

CONTRACTOR has been advised and is aware that DISTRICT has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. CONTRACTOR shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all CONTRACTOR's employees and subcontractors while on DISTRICT property. CONTRACTOR understands and agrees that should any employee or subcontractor of CONTRACTOR violate the DISTRICT's Board Policy after having already been warned once for violating DISTRICT's tobacco-free policy, CONTRACTOR shall remove the individual for the duration of the Project. CONTRACTOR shall not be entitled to any additional compensation and/or time in completing the Project for such removal.

ARTICLE 74. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.

SUPPLEMENTAL CONDITIONS

The following revisions are made to the General Conditions of the Contract.

1.01 ARTICLE 1. DEFINITIONS, (g) DISTRICT

A. Where the word “Owner” or “OWNER” is used, it shall also mean the DISTRICT.

1.02 ARTICLE 1. DEFINITION, (q) CONSTRUCTION MANAGER

A. Add to the end of the article, “(q) CONSTRUCTION MANAGER is the firm providing construction management services for the project as designated by the District.”

1.03 ARTICLE 1. DEFINITION, (r) GENERAL CONTRACTOR

A. Add to the end of the article, “(r) GENERAL CONTRACTOR where General Contractor is used throughout the technical specifications, it is to be defined as the Prime Contractor providing services for their specific Bid Package, as appropriate for the project and not limited to the use of the General Contractor language contained in All Bid Packages.”

1.04 ARTICLE 46. GUARANTEE (b)

A. Where the term “Notice of Completion” is used to indicate the start of the warranty period, let it be clear that the warranty period begins at SUBSTANTIAL COMPLETION as defined in ARTICLE 60(e).

1.05 ARTICLE 55. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES (c)

- Add (c) ALLOWANCES: Definition: The dollar value established by the DISTRICT to be carried in the Base Bid and Contract Sum for designated Bid Packages is intended to cover incidental labor and items of work.
- This Allowance value shall be used at the CONSTRUCTION MANAGER’s and the DISTRICT’s discretion.
- CONTRACTOR shall account for hours utilized based on laborer rates with daily labor tickets and daily records of actual costs signed by the CONSTRUCTION MANAGER.
- CONTRACTOR is obligated to ensure that to the extent applicable to CONTRACTOR’s Bid Package, the CONTRACTOR shall include in the Schedule of Values, a line item for the cost established for an Allowance.
- The Base Bid includes cost to the CONTRACTOR for all supervision, overhead, profit, licenses, permit, fees, bonds, insurance, all taxes legally chargeable, warranties and correction guarantees and all other costs and expenses incidental to such work. As

such, no line items other than actual hours, documented by daily labor tickets and material tickets may be submitted for Allowance Work.

- CONTRACTOR must obtain DISTRICT's further written approval to incur costs for Allowances in excess of
 - (1) the prices previously approved in writing by the DISTRICT; or
 - (2) the line item cost established by the DISTRICT, if any. All expenditures for Allowances shall be separately itemized in each Application for Payment.
- To the extent that the cost of Work covered by an Allowance is less than the Allowance cost estimate established by DISTRICT in the Bid Documents, the Contract Sum shall be reduced by Change Order or Construction Change Directive, and in similar fashion, to the extent the Allowance cost estimate is exceeded, the Contract Sum shall be increased by Change Order or Construction Change Directive. If Work covered by an Allowance is not performed or DISTRICT deletes such items from the Scope of Work, the Contract Sum shall be reduced by Change Order or Construction Change Directive.

1.06 ARTICLE 59. CHANGES AND EXTRA WORK

- Add to the end of subparagraph (e.3.B.ii) "foreman work trucks shall not be considered a material and will not be reimbursable under the changes and extra work parameters if additional work is being performed at the same time as base contract work"

1.07 ARTICLE 60. COMPLETION (e)

- Add (e) SUBSTANTIAL COMPLETION: Definition: The stage in the progress of the Work when
 - (1) the Work is sufficiently complete in accordance with the Contract Documents so the DISTRICT can occupy or utilize the Work product for its intended use;
 - (2) the Project or designated portion is available for the use of DISTRICT's staff and guests;
 - (3) a temporary certificate of occupancy or equivalent building inspector/DSA inspector sign-off has been issued by the applicable governmental agency;
 - (4) all systems included in the Work are operational as designed, tested and adjusted;
 - (5) all final finishes required by the Contract Documents are in place and final cleaning is completed; and
 - (6) CONTRACTOR has submitted to DISTRICT a written certification that all remaining Work shall be completed within thirty (30) calendar days following the Date of Substantial Completion and that Record Drawings and reproducible As-Built Drawings will be completed and submitted to DISTRICT within thirty (30) calendar days following the date of Substantial Completion and as a condition to receipt of Final Payment.
- When the CONTRACTOR considers that the Work or a portion thereof (which the DISTRICT) agrees to accept separately) is substantially complete, the CONTRACTOR shall prepare and submit to the CONSTRUCTION MANAGER, a comprehensive list of items to be completed or corrected prior to final payment. Failure to

include an item on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with Contract Documents.

- Upon receipt of the CONTRACTOR's list, the DISTRICT, Architect and CONSTRUCTION MANAGER will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the list which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the DISTRICT can occupy or utilize the Work product or designated portion thereof for its intended use, the CONTRACTOR shall, before issuance of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the CONTRACTOR shall then submit a request for another inspection by the Architect to determine Substantial Completion.

1.08 ARTICLE 63. EXTENSION OF TIME - LIQUIDATED DAMAGES

(a) The CONTRACTOR and DISTRICT hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. CONTRACTOR shall be assessed liquidated damages for each and every day the work required under the Project Documents remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the Project Documents. The CONTRACTOR will pay to the DISTRICT or DISTRICT may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. Government Code Section 53069.85. For purposes of this article, the work shall be considered "complete" in accordance with the provisions of Article 60, "COMPLETION", except that the work may be considered complete without formal acceptance by the DISTRICT Governing Board so long as the Governing Board, at its next regularly scheduled meeting, accepts the work.

(b) CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to, acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, pandemics, and quarantine restrictions. Any delays caused by acts of God, as defined in Public Contract Code section 7105, acts of enemy, epidemics, pandemics, and quarantine restrictions (collectively, "Force Majeure Events") shall be deemed non-compensable excusable delays. CONTRACTOR shall within ten (10) days of beginning of any such delay, notify DISTRICT in writing of causes of delay. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's finding of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. An extension of time may

only be granted after proper compliance with Article 32 requiring preparation and submission of a properly prepared CPM schedule.

(c) Excusable Delay Is Not Compensable. No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule or if caused by Force Majeure Events.

1.09 ATTACHMENTS

- The below listed attachment documents are included in the Bid Documents.
 - Exhibit “A” Contract Document Listing
 - Exhibit “B” Project Specific Provisions
 - Exhibit “C” Trade Specific Inclusions
 - Exhibit “D” Insurance Requirements
 - Exhibit “E” Bid Schedule
 - Exhibit “F” Site Logistics Plan

Bid No. 23/24-04MO,
Deferred Maintenance: HVAC Equipment Replacement Project
at Rancho San Joaquin Middle School

IRVINE UNIFIED SCHOOL DISTRICT
IRVINE, CA

EXHIBIT "A" CONTRACT DOCUMENT LISTING

EXHIBIT "A"
CONTRACT DOCUMENT LISTING
BID NO. 23/24-04MO, DEFERRED MAINTENANCE: HVAC EQUIPMENT
REPLACEMENT PROJECT AT RANCHO SAN JOAQUIN MIDDLE SCHOOL
March 25, 2024

The listing below comprises all of the “plan” documents included within the bid documents under this contract. Unless otherwise noted, all documents prepared for the Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School are from Ruhnau Clarke Architects.

DRAWINGS

ITEM	SHEET	DESCRIPTION	PREPARED BY	ISSUED DATE	DSA APPROVED DATE
1	G-1	TITLE SHEET & SHEET INDEX	Ruhnau Clarke Architects	3/25/2024	
2	AS-2.0	OVERALL SITE PLAN	Ruhnau Clarke Architects	3/25/2024	
3	A1-3.0	ROOF PLAN	Ruhnau Clarke Architects	3/25/2024	
4	A1-3.1	ROOF PLAN	Ruhnau Clarke Architects	3/25/2024	
5	A1-3.2	ROOF PLAN	Ruhnau Clarke Architects	3/25/2024	
6	A1-3.3	ROOF PLAN	Ruhnau Clarke Architects	3/25/2024	
7	M0-0.1	LEGEND & SYMBOLS, GENERAL NOTES	Zero & Associates	3/25/2024	
8	M0-0.2	MECHANICAL SCHEDULES AND DETAILS	Zero & Associates	3/25/2024	
9	M1-1.0	OVERALL FIRE ACCESS PLAN	Zero & Associates	3/25/2024	
10	M1-1.1	EMS CONTROLS	Zero & Associates	3/25/2024	
11	M1-1.2	EMS CONTROLS	Zero & Associates	3/25/2024	
12	M1-2.0	HVAC DEMOLITION PLAN	Zero & Associates	3/25/2024	
13	M1-3.0	HVAC ROOF PLAN – BLDG. A1, A2, AND B	Zero & Associates	3/25/2024	
14	M1-3.1	HVAC ROOF PLAN – BLDG. G AND H	Zero & Associates	3/25/2024	
15	M1-3.2	HVAC ROOF PLAN – BLDG. E AND F	Zero & Associates	3/25/2024	
16	M1-3.3	HVAC ROOF PLAN – BLDG. C	Zero & Associates	3/25/2024	
17	M2-1.0	AIR BALANCE BLDG. A1 AND A2	Zero & Associates	3/25/2024	
18	M2-1.1	AIR BALANCE BLDG. G AND H	Zero & Associates	3/25/2024	
19	M2-1.2	AIR BALANCE BLDG. E AND F	Zero & Associates	3/25/2024	

20	M2-1.3	AIR BALANCE BLDG. B AND C	Zero & Associates	3/25/2024	
21	MT-0.1	TITLE 24 CALCULATIONS AND MANDATORY MEASURES	Zero & Associates	3/25/2024	
22	MT-0.2	TITLE 24 CALCULATIONS	Zero & Associates	3/25/2024	
23	MT-0.3	TITLE 24 CALCULATIONS	Zero & Associates	3/25/2024	
24	E0.1	SYMBOL LIST GENERAL NOTES	FBA Engineering	3/25/2024	
25	E0.2	SINGLE LINE DIAGRAM	FBA Engineering	3/25/2024	
26	E0.3	ELECTRICAL DETAILS	FBA Engineering	3/25/2024	
27	E0.4	FIRE ALARM SYSTEM DETAILS AND NOTES	FBA Engineering	3/25/2024	
28	E0.5	FIRE ALARM SYSTEM RISER DIAGRAM	FBA Engineering	3/25/2024	
29	ES-1.0	OVERALL SITE ELECTRICAL PLAN	FBA Engineering	3/25/2024	
30	ES-1.1	ENLARGED SITE ELECTRICAL PLAN	FBA Engineering	3/25/2024	
31	E1-2.1	FIRE ALARM PLANS – BLDGS A1 AND B	FBA Engineering	3/25/2024	
32	E1-2.2	FIRE ALARM PLAN- BLDG C	FBA Engineering	3/25/2024	
33	E1-2.3	FIRE ALARM PLANS – BLDGS E,G AND H1	FBA Engineering	3/25/2024	
34	E1-3.1	ROOF ELECTRICAL PLAN BUILDING A1,A2 & B	FBA Engineering	3/25/2024	
35	E1-3.2	ROOF ELECTRICAL PLAN BUILDING H1, G & F	FBA Engineering	3/25/2024	
36	E1-3.3	ROOF ELECTRICAL PLAN BUILDING E	FBA Engineering	3/25/2024	
37	E1-3.4	ROOF ELECTRICAL PLAN BUILDING C	FBA Engineering	3/25/2024	

SPECIFICATION MANUALS

DIVISION	SECTION TITLE	AUTHOR	ISSUED DATE	DSA APPROVED DATE
00 01 01	PROJECT TITLE PAGE	Ruhnau Clarke Architects	3/25/2024	
00 01 02	PROJECT INFORMATION	Ruhnau Clarke Architects	3/25/2024	
00 01 07	SEALS PAGE	Ruhnau Clarke Architects	3/25/2024	
00 01 10	TABLE OF CONTENTS	Ruhnau Clarke Architects	3/25/2024	
00 40 25	REQUEST FOR INFORMATION	Ruhnau Clarke Architects	3/25/2024	

00 43 25	SUBSTITUTION REQUEST FORM – DURING PROCUREMENT	Ruhnau Clarke Architects	3/25/2024	
01 10 00	SUMMARY	Ruhnau Clarke Architects	3/25/2024	
01 20 00	PRICE AND PAYMENT PROCEDURES	Ruhnau Clarke Architects	3/25/2024	
01 30 00	ADMINISTRATIVE REQUIREMENTS	Ruhnau Clarke Architects	3/25/2024	
01 30 00.01	REQUEST FOR INTERPRETATION	Ruhnau Clarke Architects	3/25/2024	
01 32 16	CONSTRUCTION PROGRESS SCHEDULE	Ruhnau Clarke Architects	3/25/2024	
01 35 50	REQUESTS FOR ELECTRONIC FILES	Ruhnau Clarke Architects	3/25/2024	
01 35 53	SECURITY PROCEDURES	Ruhnau Clarke Architects	3/25/2024	
01 40 00	QUALITY REQUIREMENTS	Ruhnau Clarke Architects	3/25/2024	
01 41 00	REGULATORY REQUIREMENTS	Ruhnau Clarke Architects	3/25/2024	
01 42 19	REFERENCE STANDARDS	Ruhnau Clarke Architects	3/25/2024	
01 45 33	CODE-REQUIRED SPECIAL INSPECTIONS	Ruhnau Clarke Architects	3/25/2024	
01 50 00	TEMPORARY FACILITIES AND CONTROLS	Ruhnau Clarke Architects	3/25/2024	
01 55 00	VEHICULAR ACCESS AND PARKING	Ruhnau Clarke Architects	3/25/2024	
01 60 00	PRODUCT REQUIREMENTS	Ruhnau Clarke Architects	3/25/2024	
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	Ruhnau Clarke Architects	3/25/2024	
01 61 16.01	ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM	Ruhnau Clarke Architects	3/25/2024	
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	Ruhnau Clarke Architects	3/25/2024	
01 71 23	FIELD ENGINEERING	Ruhnau Clarke Architects	3/25/2024	
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	Ruhnau Clarke Architects	3/25/2024	
01 78 00	CLOSEOUT SUBMITTALS	Ruhnau Clarke Architects	3/25/2024	
01 78 00.01	WARRANTY FORM LETTER	Ruhnau Clarke Architects	3/25/2024	
01 78 39	PROJECT RECORD DOCUMENTS	Ruhnau Clarke Architects	3/25/2024	
01 79 00	DEMONSTRATION AND TRAINING	Ruhnau Clarke Architects	3/25/2024	
02 41 00	DEMOLITION	Ruhnau Clarke Architects	3/25/2024	

06 10 00	ROUGH CARPENTRY	Ruhnau Clarke Architects	3/25/2024	
07 01 50.20	ROOFING, RESTORATION, PATCH, AND REPAIR	Ruhnau Clarke Architects	3/25/2024	
07 62 00	FLASHING AND SHEET METAL	Ruhnau Clarke Architects	3/25/2024	
07 92 00	JOINT SEALANTS	Ruhnau Clarke Architects	3/25/2024	
22 10 05	PLUMBING PIPING	Ruhnau Clarke Architects	3/25/2024	
23 05 53	IDENTIFICATION FOR HVAC EQUIPMENT	Ruhnau Clarke Architects	3/25/2024	
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	Ruhnau Clarke Architects	3/25/2024	
23 08 00	COMMISSIONING OF HVAC	Ruhnau Clarke Architects	3/25/2024	
23 09 13	INSTRUMENTATION AND CONTROLS DEVICES FOR HVAC	Ruhnau Clarke Architects	3/25/2024	
23 09 23	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC	Ruhnau Clarke Architects	3/25/2024	
23 74 50	CUSTOM MULTIZONE UNITS – HVAC EQUIPMENT	Ruhnau Clarke Architects	3/25/2024	
26 01 00	ELECTRICAL GENERAL PROVISION	Ruhnau Clarke Architects	3/25/2024	
26 05 00	BASIC ELECTRICAL MATERIALS AND METHODS	Ruhnau Clarke Architects	3/25/2024	
26 05 33	CONDUIT AND WIRE	Ruhnau Clarke Architects	3/25/2024	
26 24 16	PANELBOARDS AND TERMINAL CABINETS	Ruhnau Clarke Architects	3/25/2024	
28 46 20	FIRE ALARM SYSTEM	Ruhnau Clarke Architects	3/25/2024	

Bid No. 23/24-04MO,
Deferred Maintenance: HVAC Equipment Replacement Project
at Rancho San Joaquin Middle School

IRVINE UNIFIED SCHOOL DISTRICT
IRVINE, CA

EXHIBIT “B” PROJECT SPECIFIC PROVISIONS

ALL BID PACKAGES
MARCH 25, 2024

FOLLOWING ARE SPECIAL PROVISIONS TO BE INCORPORATED INTO THIS CONTRACT. THE SPECIFIC PROVISION ARE COMPLEMENTARY WITH ALL OTHER PROJECT DOCUMENTS, AND WHAT IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL.

INDEX OF ARTICLES

	Section Title	Page
1.	Description of Project.....	4
2.	Construction Manager’s Status.....	5
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1. DESCRIPTION OF PROJECT: Irvine Unified School District, Bid No. 23/24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School, consists of the following:

- Remove and replace existing multi-zone HVAC unit at Buildings;
 - A1 – Administration,
 - B – Classrooms,
 - C – Classrooms,
 - E – Classrooms,
 - F – Library,
 - G – Classrooms, and
 - H1 – Classrooms.
- Remove and replace existing HVAC unit at Building A2 – Multi-Purpose.

The Architect for these projects is Ruhnu Clarke Architects.

The project will be accomplished through a single bid package approach where a single contract will be entered into with the District. The Contract includes all provisions of the entire set of contract documents as they relate to construction improvements required as reflected within the plans and specifications.

In submitting a bid proposal Contractor acknowledges that all provisions of the contract documents were made available, were reviewed, and are understood by Contractor.

Each Bidder shall carefully review the entirety of the bid documents and shall provide for the total scope in their proposal. It is understood that the work site will be adjacent to occupied buildings and parking lot. Contractor will be responsible to coordinate construction activities to not disturb adjacent building operations.

The Bid Schedule indicates milestones as well as planned start and completion dates for all significant activities during the construction period. This schedule is not all-inclusive of every scope and activity on the projects. The Contractor is to prepare and update a detailed master project schedule. Construction sequence or timing of the schedules may be adjusted to facilitate coordination of the overall project.

2. CONSTRUCTION MANAGER'S STATUS: The District will manage the project with the support of the Architect. The HVAC Contractor performing Bid Package #1 will include the following:

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- A. Provide administrative, management, and related services as required to coordinate Work of the Subcontractors with each other and with the activities and responsibilities of the District, and the Architect to complete the Project in accordance with the District's objectives for cost, time and quality.
 - B. Schedule and conduct preconstruction, construction and progress meetings to discuss such matters as procedures, progress problems and scheduling. Prepare and promptly distribute minutes. Track procurement of long lead items (longer than 3 weeks), process submittals and RFI's and process and review change orders for presentation to the District.
 - C. Determine that the Work of each Subcontractor is being performed in accordance with the requirements of the contract documents. Endeavor to guard the District against defects and deficiencies in the work. Make recommendations to the Architect regarding special inspection or testing of Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Inform Architect of Work that District believes to not conform to the requirements of the Contract Documents and should be rejected by the Architect.
 - D. Consult with the Architect and District if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions, which may arise.
 - E. Implement the means, methods, techniques, sequences and procedures employed by Subcontractors in the performance of their Contracts.
3. SUBMITTALS: All shop drawings, samples, product data, and other submittal data must be received by District within **ten (10) calendar days** of Contractor's receipt of Notice to Proceed. If applicable, the date listed in Attachment "C" shall prevail. It is the intent of this clause that resubmittals will not occur. If, however, a resubmittal is required then it shall be correctly prepared and resubmitted to the District within five (5) calendar days of Contractor's receipt of returned submittals. If resubmittal is caused by Contractor's actions and/or improper submittal, then Contractor shall be responsible for any and all costs, coordination, delays related to this issue.

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Submittals must be received in the following minimum quantities:

Shop Drawings: Digital drawings
Product Data/Equipment Data: Digital Bound, indexed, w/table of contents and page nos.
Samples: (6) Each – labeled - plus additional quantity to be returned to Contractor (each type and color being used in project)

For each item listed, include manufacturer's name and address, trade name, local supplier's name and address, catalog number, catalog cuts and brochures, complete technical and performance data for machinery and equipment. Mark cuts, brochures, and data to indicate items proposed and the intended use. The above requirements are in addition to those contained in the project Specifications.

Notes placed by Contractor and/or Subcontractor and/or Supplier on submittals/shop drawings stating "work by others", "NIC" or similar wording shall be void and disregarded if said work is required by this Contract. Submission, review, or approval of any submittal does not constitute a substitution or a deviation from the contract documents. It is incumbent upon the Contractor to coordinate and integrate all items submitted into the Work intended by the contract documents.

Upon receipt of approved submittals, Contractor is responsible to notify District in writing of any questions that are unresolved on approved submittals. Unless District receives timely notice, all claims for delays shall be invalid.

Contractor shall, after receipt of this agreement and receipt of approved submittals, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the District, furnish documentary evidence showing the orders have been placed. District reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem necessary in order that the work may be completed per the schedule requirements and all expenses of procuring of said materials and/or equipment shall be paid for by the Contractor.

District may review Contractor's submittals. This "review" does not relieve Contractor of responsibility for accuracy of submittals/drawings, proper material selection, coordination of subcontractors, suppliers and vendors, completeness of work, coordination with other work, or deviation from the contract documents. The Architect's review stamp shall take precedence over District's review.

4. LATE DELIVERY OF SUBMITTALS: Contractor agrees and acknowledges timely transmittal to the District of all shop drawings, samples, data, and other submittals required by this Contract is critical to the timely completion of the project, that any

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delay in such transmittal will cause the District to suffer substantial damages by way of extended overhead, added supervision impact, and other delay related costs, and that the actual amount of such damage suffered by the District would be extremely difficult and impractical to fix or ascertain. Therefore a reasonable estimate of such damages to be suffered by the District in the event of Contractor's delay in transmitting such submittals to the Architect, in the sum of \$200.00 per calendar day. Contractor shall therefore pay to the District as liquidated damages and not as a penalty, said sum for each calendar day that such submittals are delayed beyond the date due set forth in this Contract. The liquidated damages payable under this article is in addition to any assessment of actual and/or liquidated damages provided elsewhere in this Contract. Should any item(s) be shown on the drawings or called out as a part of Contractor's scope of work and no correlating specification or schedule is provided, the Contractor shall not be relieved of the need to provide such items. Contractor shall use its best judgment in submitting the material or product of a reasonable quality that is most appropriate for the intended use.

5. ALTERNATE/SUBSTITUTED MATERIALS AND EQUIPMENT: Requests for alternate/substituted materials for specified items will not be considered unless the requests comply with the Public Works Bid Packet requirements and as approved by the Architect and the District. If alternate materials are accepted and approved, then Contractor shall pay for all associated and indirect costs resulting there from and provide a credit to the District for savings.
6. COORDINATION SHOP DRAWINGS: The Contractor is responsible to provide coordination drawings for all its work associated with mechanical, plumbing, fire sprinklers, electrical systems, and other applicable building components/systems as it pertains to this scope of work and the overall coordination of the project.
7. SPECIAL SYSTEMS AND CRITICAL SUBMITTALS: Contractor is directly responsible to obtain special systems and critical submittals/shop drawings in a timely manner so that the schedule of the project is not delayed and/or constructed incorrectly. If incorrect work is built due to the lack of obtaining critical information the Contractor shall be responsible and correct their work at no additional cost.
8. SAFETY DATA SHEETS –SDS: Contractor shall submit 1 electronic set of "SDS" sheets on all materials that will be installed under this contract at the same time the submittals are prepared. These bound sets shall be bound separately from other submittals and submitted prior to commencing any work on site. These "SDS" sheets shall specify all hazardous and non-hazardous substances in materials and products.
9. MUNICIPALITY/AGENCY APPROVALS: Contractor shall prepare all necessary shop drawings, calculations, and supportive data that may be required by governmental agencies. If required by the Architect, Contractor shall directly submit to and obtain

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approvals through each agency in an expeditious manner that is consistent to the time requirements of the construction schedule. Contractor to return Digital approved, stamped copies of each submittal to Contractor for final distribution.

10. EXISTING SAFETY FENCES / BARRICADES: Contractor shall place back in place existing jobsite perimeter and safety fences and barricades if moved by the Contractor or his Subcontractors for access or work requirements immediately after access is accomplished or the specific task conflicting with the barricades or fence is completed.
11. PERMITS/MISC. FEES: Contractor shall obtain and pay for all miscellaneous permits, special fees, licenses, special inspections, etc., as required for the scope of work performed under its Contract. Contractor is also responsible to obtain and pay for OSHA permits for work included in this Contract and comply with OSHA codes and regulations.
12. STATE AND CODE REQUIRED LICENSES: Contractor shall possess and maintain all state Contractor's and local business licenses as required for the full duration of the project construction period.
13. WAGE RATES: Upon execution of this Agreement, Contractor shall provide the District with a detailed breakdown and verification of the wage rates of all of its hourly employees, as well as those of its Subcontractors, who are performing work on this project. These rates will be used, where applicable, in evaluating Change Order Requests and in performing time and material work. In the event those wage rates change during the performance of the work, the Contractor will promptly notify the District.
14. TEMPORARY POWER/WATER/PHONE/TRASH FACILITIES: The following temporary construction utilities shall be furnished by others unless otherwise stated in Attachment "C":
 - A. Construction Water – Construction water will be provided for construction activities. Water is provided at buildings. The Contractor is responsible for their distribution.
 - B. Construction Power – Temporary Power will be provided for construction activities. Powers provided at buildings. The Contractor is responsible for their own extension cords, distribution is to be by the Contractor.
 - C. Temporary Lighting – The Contractor is to provide all OSHA required lighting. All task lighting by Contractor to complete their own scope of work.
 - D. No Phone/Fax – Contractor must provide their personnel with mobile/cellular phones. A fax machine is not available.

All other additional equipment and items as required by Contractor to complete his work shall be supplied, maintained, and removed by Contractor. This may include

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power cords/boxes/adapters; water hoses/fittings; temporary lights/light stands, etc.

15. CONTRACT AMOUNT BREAKDOWN (SCHEDULE OF VALUES): Contractor shall itemize and separate various portions of work contained in this Contract's scope of work for the purpose of analyzing monthly payment requests. The amounts stated in making up this schedule will be used only for determining the basis of partial payments and will not be considered as a basis for additions or deletions to the Contract sum. The breakdown categories shall be approved by the District in a format that is issued by the District. This breakdown shall be attached to all invoices.
16. DAMAGES: Contractor shall be responsible for all types of damages resulting from actions of their employees, agents, material suppliers or any person connected with the scope of work in this Contract.
17. SCOPE CHANGES: Contractor must respond in writing to scope change documents issued by the District within five (5) calendar days of receipt. As a minimum requirement, written responses must include a complete itemized breakdown and backup verification of all labor hours and rates, material quantities and unit costs, equipment hours and rates, subcontractor costs and overhead and profit percentage markups and any material delivery lead times and special time constraints.

All costs for Project Management, estimating, insurance, warranty, small tools, pick-up trucks, misc. minor consumables and "As-Built" generation are to be considered as overhead costs and are not to be chargeable separately as "cost of the work". All Contractors by submitting a Bid accept that Change Orders may be issued during the course of the project. Supervision time is not chargeable more than 3% of the cost of the work prior to adding markup and bond costs if the Contractor has work ongoing during the execution of the Change Order work. Overhead and Profit shall not exceed 15% if Contractor performed the work or 5% if subcontractor performed the work.

This requirement applies to all scope changes to this Contract and shall include time extensions if applicable. This breakdown shall contain all information in a format as deemed necessary and adequate by the District. Failure to provide such written response within five (5) calendar days of Contractor's receipt of scope change information shall indicate that Contractor shall perform the scope change at no increase in contract amount or time. Credits, if applicable, will be estimated by the Architect and deductive Change Orders will be processed if no credit response is received within five (5) calendar days. The above requirements are in addition to those contained in the project specifications and the more stringent shall govern.

Time extensions for Contract work shall not be granted unless the scope change affects the true critical path defined on the District's schedule and the District specifically approves the time extension. Specific approval for time extensions shall be so noted and

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listed separately on the District's Contract Change Order. If the Architect requires additional information or explanation of costs following receipt of Contractor's proposal, then Contractor shall respond in writing within two (2) working days. If directed to proceed with base contract work on an accelerated overtime basis Contractor shall be reimbursed for the premium portion of the hourly rate only. Rate will be as verified by submitted payroll records. No markup or additional overhead shall be allowed on requests for change orders for this premium time.

Change order work shall be priced so as to maintain the original project schedule. Contractor is responsible to include costs for any overtime and additional manpower required to do so in its request for change order.

The Contractor's scope change response shall be complete and all inclusive, unless directed otherwise in writing by the District. Contractor shall include all work items that are consistent with the base Contract and all items necessary so that a complete and functional system/building element is provided. Include a Change Order Request Number on all correspondence relating to the scope change.

18. CLAIMS AND NOTICE OF CLAIM FOR ADDITIONAL WORK: If Contractor determines that any instructions by drawings, clarification, Bulletin, RFI's, shop drawing review/comments or otherwise involve extra cost to this Contractor, then Contractor is responsible to promptly notify the District in writing and adhere to the following procedures. Contractor shall:
- A. Notify the District in writing describing the specific nature and origin of claim within **five (5) calendar days** of receipt of said instructions.
 - B. Obtain written direction from District's Project Manager before proceeding with extra work and obtain a Change Order Request Number (COR). In the event that the change is disputed, the District will still issue a COR number, but will indicate that the work is disputed and that Contractor is proceeding under protest. Issuance of a COR number shall serve as acknowledgement by District that notification of change has been received but shall not be construed as acceptance of the change. **No request for additional compensation will be considered that does not contain a valid COR number. No claims shall be considered unless so made.**
19. ADDITIONAL WORK -TIME AND MATERIAL BASIS: When additional work is authorized under a "Time and Material" agreement, Contractors must notify the District each day prior to starting work how many workers and/or equipment are working on which change order and their location. Daily field tickets must be presented by this trade's job foreman to the District for review and signature. Daily tickets shall quantify labor hours, materials, and equipment used. A copy shall be issued to the District on a daily basis and attached to all cost proposals/invoices. If the District cannot verify the T&M tickets or deems the tickets filled out have inaccurate information contained within them, then he shall write "cannot verify time" and the T&M ticket will be subject

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to negotiation.

20. MATERIAL TESTING & INSPECTION: Various materials and the installation and fabrication of Contract work is subject to independent testing and inspection requirements of the project specifications. If the work contained in this Contract falls under these requirements, then it shall be the responsibility of this Contractor to notify both the District and the testing laboratory concurrently in writing prior to any shop fabrication and other shop/field inspection and testing requirements throughout the duration of this work.

Contractor shall issue a request notice for field or shop inspections/testing a minimum of 48 hours in advance. The term Contractor in this specification section shall mean the Contractor performing the actual work.

The District shall provide the independent testing and inspection listed in the specifications. The Contractor shall be responsible for, and shall reimburse the District for all additional costs.

21. PAYMENT RESPONSIBILITY OF TESTING AND INSPECTION: Unless otherwise noted by the Contract Documents, the District will pay for independent testing and inspection costs except for the following conditions listed. Contractor shall pay for resulting costs from:
- A. Testing/inspection beyond normal 8-hour day; or uncoordinated requests for inspection; or insufficient notice of work to be performed.
 - B. Additional/premium testing and inspection costs due to out-of-sequence fabrication and erection.
 - C. Testing/inspection costs due to faulty work and the subsequent rework.
 - D. Testing/inspection costs for specific requirements listed in the documents, which are stated to be paid under this trade's work.
 - E. Testing/inspection costs which are a result of this Contractor's method of installation or use of alternate/non-specific materials that cause additional testing/inspection over normal accepted installation methods and materials testing.
 - F. PER DIEM COSTS FOR INSPECTION OUTSIDE OF AREA: Contractor to reimburse the District mileage at the current federal reimbursement rate for inspection services provided at a plant/shop located more than 50 miles and less than 100 miles from the project site. The selected firm is responsible for all direct and indirect costs for Special Inspection services at a plant/shop that is 100 miles or more from the project site and any plant/shop that is located outside the United States regardless of the distance from the project site, including but not limited to travel, room/board, insurances, etc.

22. ASBESTOS-CONTAINING MATERIALS: All materials containing asbestos shall not be incorporated in the finished work or used in any manner during the course of

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construction. At the completion of Contractor's work and as a condition precedent to final payment, Contractor shall submit a written statement to the District that all work and materials installed are free of asbestos materials. Receipt of final payment does not relieve Contractor of this responsibility.

23. CONSTRUCTION SCHEDULE: Contractor agrees to be bound and perform work to the requirements of the Bid Schedule and revisions/updates made by the District. The Contractor shall cooperate and coordinate their work with the District.

Within ten (10) calendar days after being awarded the contract, Contractor shall submit a detailed construction schedule for District's approval. The schedule as submitted must reflect completion within the durations established in the "Bid Schedule" provided with the bid documents (Attachment "E"). Contractor schedules must be detailed so that no activity shall exceed a 5 day duration. It is the Contractor's responsibility to provide ample supervision, field foreman, and field labor to complete the project in accordance with the schedule durations. All required overtime, shift work, accelerated fabrication, and off-hour work shall be included within this Contractor's base bid amount as required. Contractors clearly understand that this schedule may not accurately reflect the actual trade sequencing/stacking/phasing/etc., and therefore, no associated claims will be granted. The schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) or equivalent scheduling methodology for the value reporting, planning and scheduling of all work required under the Project Documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished.

The Contractor's schedule, as submitted shall be suitable for monitoring progress of the Work, in sufficient detail to demonstrate adequate planning for the Work, and represent a practical plan to complete the Work within the milestone dates established in the Bid Schedule provided with the bid documents. It is the Contractor's responsibility to provide adequate crew size and sequence work in a way to meet these pre-established durations described in the Bid Schedule.

Contractor shall "direct ship" material deliveries to jobsite or Contractor's shop at no additional cost if required to maintain the schedule requirements.

24. CONSTRUCTION PHASING: Construction will be phased and sequenced in accordance with the District's "overall" construction schedule, weekly "field" schedules, and actual job conditions determined by the District. As it pertains to the scope of work included in this Contract: The Contractor shall include provisions to re-route, modify, install temporary facilities/work, etc., as necessary to accomplish the overall schedule requirements.

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25. SPECIAL "SHUT DOWN" PROCEDURES: All shut down/deactivation procedures (i.e., closing of valves, turning off power, blocking passageways, etc.) shall be approved by the District prior to any action -no exceptions. A 48-hour notice shall be submitted by Contractor to the District for approval prior to work. If required, off-hour work shall be performed at no additional cost.
26. WORK WEEK AND JOB HOURS: Contract is to include 8 hour work days and additional time at the Contractor's expense to achieve the contract schedule. Activities at the Project Site will be conducted between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, unless otherwise authorized by District. All weekends, holidays or irregular hours worked must be supervised by the District and be in compliance with local ordinances. Contractor shall pay costs for the District's supervision and inspection costs (if required) if Contractor's actions cause irregular work hours.
27. ISSUANCE OF CONTRACT DOCUMENTS: The District will not issue documents to Contractor. Sets may be obtained from the District's Bid website. <https://iusd.org/business-services/purchasing/current-bids-rfps>
28. REVISIONS/UPDATING CONTRACT DOCUMENTS: Contractor is responsible to immediately update all field and office sets of contract documents upon receipt of any revised instructions. This includes addenda, revised drawings, "RFI" responses, bulletins, field direction, etc. Contractor shall insert, "cut and paste", revise with red ink or other suitable methods denoting the most current construction documents.
29. SAFETY: Contractors shall take all necessary precautions for the safety of employees on the job and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes. Safety is of the utmost importance! Report any injuries, unsafe working conditions or construction damage to the Construction Managers Superintendent immediately. Each Contractor shall hold a weekly safety meeting. Contractor shall furnish and supply all OSHA required safety equipment, ordinances, bulletins, drinking water and first aid facilities for its employees. Contractor shall abide by the following:
- a) Contractor shall be directly responsible for maintaining a safe and healthy work environment.
 - b) Contractor and all of their field personnel (including tiered subcontractors) shall at all times wear work boots, shirts (no tanks), long pants (no sweats), Hard Hats and safety glasses. Facemasks shall be worn onsite while work is performed on campus where students and staff are present under the parameters set by the CDC and local health care agencies.
 - c) No music, boom boxes, walkmans, iPods, digital media player, or other listening device may be used onsite at any time. No ear buds, or head phones may be used while performing the work

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- d) Gloves shall be worn when the work being performed is susceptible to cuts and injury when working with sharp materials and/or equipment.
- e) Contractor shall comply with all safety and security rules and regulations above and beyond regulatory requirements established by the District.
- f) Prior to the presence of its employees, the Contractor shall make a thorough survey of the conditions of the site to determine, so far as practicable, the predictable hazards to employees and extent of safeguards necessary to prosecute the work in a safe manner in accordance with the relevant parts of Title 8 California Code of Regulation, Construction Safety Orders Article 3 and the Labor Code.
- g) Contractors shall conduct and submit to the District's Site Superintendent an Initial Job Safety Analysis based on their scope of work. Once completed, training of site employee's shall be performed utilizing the JSA.
- h) Prior to commencement of work, Contractor shall provide to the District a scope specific Injury & Illness Prevention Program which complies with the provisions of Title 8, California Code of Regulation, General Industry Safety Orders Subchapter 7, Article 3203.

This program shall include but not be limited to the following.

- 1. Identification of responsible persons on site including documentation of Competent Persons designated onsite i.e.: (First Aid & CPR, Excavation, Scaffolding, etc.)
 - 2. Disciplinary action program to ensure compliance with safe and healthful work practices.
 - 3. A system for communication including a Code of Safe Work Practices.
 - 4. Procedures for identifying and evaluating work place hazards including development of Job Safety Analysis
 - 5. Accident investigation
 - 6. Training and instruction
 - 7. Contractor shall provide a Chemical Inventory List and Material Safety Data Sheets for all chemicals/materials regulated by the State under proposition 65 and the Hazard Communication Standard.
- i) Contractor shall notify District in writing when the hazardous material to be used on site may potentially expose other trades performing work on the project.
 - j) Contractor shall actively participate in any/all safety meetings, training, job site inspections and accident investigations that may occur during the course of construction.
 - k) If Contractor encounters materials on the site reasonably believed to be asbestos, lead, polychlorinated biphenyl (PCB) or other hazardous material or wastes that have not been rendered harmless, Contractors shall immediately stop work in the area affected and report the condition to District in writing. The work in the area shall resume in the absence of asbestos, lead, polychlorinated biphenyl (PCB) or other hazardous material or waste, or when it has been rendered harmless, and a licensed industrial hygienist has furnished written certification that the area is safe.

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- l) Contractor shall conduct weekly safety meetings documenting the meeting and attendees providing a copy to the project superintendent.
- m) Contractor shall conduct periodic on site safety inspections identifying unsafe conditions and/or actions including corrective action.
- n) Contractor shall immediately correct any unsafe actions or condition within their jurisdiction at the time of occurrence.
- o) Contractor shall immediately STOP all work that presents an imminent danger to employees and/or other trades.
- p) Contractor shall comply with all Federal, State and Local Regulatory Requirements including air quality and storm water pollution prevention measures.
- q) Contractor shall conduct on-site worker safety orientation specific to the project including emergency action procedures
- r) Contractor shall Report all injuries no matter how minor, incidents involving damage to materials and/or equipment and near-miss incidents to the project superintendent.
- s) Contractor shall cooperate with all safety representatives having jurisdiction at the jobsite
- t) Contractor shall provide upon request copies of employee training/certification as it relates to job duties i.e.; Forklift, Scissor lift, Cranes, site orientation etc.
- u) Contractor shall submit to the project superintendent copies of all required regulatory permits, and respective activity notification forms prior to commencement of work.
- v) Contractor shall identify and control all fall hazards/exposures as they relate to their scope of work.
- w) In addition to Injury & Illness Prevention Program requirements, the Contractor / Subcontractor shall provide any and all safety programs necessary to conduct work in a safe manner. i.e.; Heat Illness Prevention, Fall Protection, Working with Stored Energy, Hazardous Materials.
- x) Contractor shall be responsible to pay any and all fines relative to any action imposed by OSHA or other agency having jurisdiction in connection with potential citations applied to acts caused by this Contractor in conjunction with an incident.

Contractor represents and warrants that all articles and services covered by the Contract meets or exceeds the safety standards established and promulgated under the most current Federal and State Occupational Safety and Health Law Acts, together with all amendments in effect as of the date of the Contract. Each Contractor is to abide by the latest OSHA requirements for safety on this project. HARD HATS AND EYE PROTECTION MUST BE WORN AT ALL TIMES THROUGHOUT THE ENTIRE DURATION OF THIS PROJECT.

30. PROTECTION OF MATERIALS AND WORK IN PLACE/JOBSITE SECURITY:
Protection of work and property: Each Contractor/Material Supplier shall be responsible

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for the protection and preservation of their materials, supplies, and equipment delivered to the jobsite and after it is installed/incorporated into the construction. Contractor shall provide lockable storage containers for all items. Contractor is responsible to provide protection of materials incorporated into the construction as well as all surrounding elements, work, and materials that may be affected. Contractor is aware that the new work will be constructed around the existing landscaping (trees, shrubs, ground cover, irrigation, etc.); Hardscape (various sidewalks, retaining walls, railings, curbs, etc.); and underground utilities (gas, water, sewer, storm, electric, etc); various portions of the landscaping and hardscaping are scheduled to be removed. The extent of removals are defined on the Civil and Landscape plans. All other items that may or may not be shown on these plans shall remain in place. Contractor agrees to protect all existing items that remain from the Contractor's work operations. This includes equipment traffic, overspray, placement and handling of materials, removal of debris, etc. Contractor has inspected the existing site conditions.

31. CONSTRUCTION VEHICLE TRAFFIC FLOW PLAN: Each Contractor is responsible to follow the traffic routing plan onsite as identified in Attachment "F" Site Logistics Plan. Contractors are to follow and comply with all haul route permit requirements set forth by the City of Irvine and process/pay for all associated permits and fees.
32. TRAFFIC CONTROL: If required, flagmen as may be necessary for proper traffic protection and control, shall be provided by the Contractor. If required, barricades necessary for proper traffic protection and control shall be furnished and maintained by the Contractor. Contractor shall also specifically note that all trucking/hauling must accommodate District's daily schedule. All vehicular traffic must not infringe upon pedestrian or vehicle accessibility on / to the property. Each Contractor must provide a minimum of two (2) flagmen for all material deliveries to the job site.
33. SITE ACCESS, MATERIALS STORAGE AND PARKING: Contractor, his employees and material men shall at all times maintain free and clear access to the Project, and Project activities. It is clearly understood that by this Contractor that material and equipment storage and staging is limited on this project site. At the sole discretion of the Construction Manager, the Contractor can submit a request for a storage bin to the District, if deemed necessary by the District the Contractor may be allowed space for a storage container. Contractor may not set a field office trailer on site unless approved by the District.

Materials must be managed so that they are not stockpiled for longer than one week unless a longer term location is designated by the District. All material shall be stored on dunnage or pallets and in such a manner as to be easily moved with the use of motorized equipment or similar apparatus, if necessary, by the Contractor. If offsite storage facilities are required, all associated costs will be paid by the Contractor.

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All stored items exposed to weather, dust, etc. must be adequately protected to prevent damage.

Onsite parking to comply with the logistic plans issued as Attachment "F" Site Logistics Plans.

34. "DUAL GATE SYSTEM": A dual gate system may be established by the District on this project. If this system is established, then this Contractor's personnel, workmen, material suppliers, and Subcontractors shall enter/exit only through the designated gate. Failure to follow this may result in work stoppages and union picket/strike activities. All costs resulting there from will be charged to this Contractor if attributable to this Contractor's actions.
35. NO MANLIFT, HOIST OR MATERIAL-HANDLING EQUIPMENT: It is understood there will be no manlift, material hoist, or material-handling equipment available. Contractors will be responsible for hoisting and handling all materials and equipment.
36. SPECIAL CONSTRUCTION CONSIDERATIONS: Refer to Attachment "C" Trade Specific Inclusions for detailed scope work that is to be included in the contract.
37. INSPECTION/ACCEPTANCE OF WORK BY OTHERS AND EXISTING WORK: Prior to the commencement of work by the Contractor, the District shall be notified in writing of any deficiency of work already in place that will affect the final acceptance of Contractor's work. If such notice is not received, Contractor shall be responsible for any and all costs associated with the removal, repair, and/or replacement necessary to have this work accepted by the Architect, the District, or any applicable inspection agencies involved.
38. COORDINATION: Contractor understands the necessity for very close coordination with all other Contractors. Contractor agrees to properly coordinate the locations of all work including wires, embeds, supports, hangers, pipes, fixtures, conduits, etc., as required for Contract work. Contractor will relocate, modify, and add additional items as required by job conditions and cooperation with all other trades.

Contractor will provide continuous coordination with all other related Contractors and work involved in the project. All work shall be installed in the proper manner and sequenced as warranted by job conditions and by a "priority" basis. This Contractor shall not install work in a manner that prevents or conflicts with the installation of all other trade work. If necessary, this Contractor will remove, relocate, and re-install all work that does not comply with these requirements at its own expense.

The District will not assume any financial liability for action/inaction of Contractors for improper coordination.

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39. FAMILIARITY WITH THE ENTIRE PROJECT SCOPE OF WORK: Contractor has inspected the existing site and facilities prior to accepting the terms of this Contract. Contractor understands and includes all necessary items, which are consistent with the scope of the Contract for a complete job. Familiarity and proper knowledge of the work and all other phases of work shall be the responsibility and a requirement of the Contractor.

Include all work, which is consistent with the defined scope of work in this Contract that may be required by the entire set of contract documents. Where a conflict exists, the more stringent requirement shall be included.

40. MATERIALS AND WORK: Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, "task lighting", welding, and heavy demand electrical power, transportation, superintendence, all temporary constructions for Contract work, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within the specified time. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required.

41. EXISTING CONSTRUCTION/UTILITIES: This Contractor shall protect the existing construction and utilities (above/below ground; regardless if they are concealed and/or not indicated by the contract documents). Contractor shall restore to its original condition any existing items that are damaged or disturbed.

42. TRASH DISPOSAL: This Contractor shall properly dispose of all trash, debris, and rubble. In no event shall any trash or rubble be burned or buried on the Project Site. Daily cleanup will be performed both continuously and simultaneously with progress and considered "part of" progress definition, and therefore, applicable language in consideration of progress payments. Acknowledging the above, the Contractor understands that any trash becoming an obstacle hindering the progress of other Contractors or activities will be removed, or caused to be removed, by the District at the Contractor's expense, following written notice to the Contractor's field or office personnel.

If the Contractor's trash and debris is not removed from the site as required above, then District may elect to hire necessary labor to remove such. Each Contractor shall be charged a pro-rated portion of the costs. The pro-rated portion shall be determined solely by the District who will initiate a deductive Change Order. A notice of back charge is not required for collecting costs associated with the trash removal.

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43. JOBSITE/SPECIAL MEETINGS: The Contractor will have an authorized representative present at scheduled jobsite meetings beginning one week prior to mobilization on project, throughout the duration of work on the project, and/or as requested. Additionally, mandatory attendance of Contractor may be required at special meetings as determined by the District.
44. WEEKLY CONTRACTOR'S MEETINGS: Job Status Meetings will be held on a weekly basis as directed by the District. This meeting will be for the purpose of scheduling, coordinating, and reviewing progress and safety. All Contractors currently working on the Project and those scheduled to start within two (2) weeks shall have authorized personnel at each meeting. This person must have the authority to make any necessary decisions to avoid unaccountable delays to the Project. Contractor attendance is mandatory and failure to attend may result in withholding of Contractor payments until the Contractor has attended three consecutive meetings or unless excused by the District. If a Contractor's nonattendance at any meeting has a detrimental impact on the progress of the project, the District may assess the value and initiate a deductive Change Order. A notice of back charge is not necessary for collecting costs for non-attendance.
45. AS-BUILT DRAWINGS: Contractor shall maintain and update all changes in the work in an as-built set maintained onsite. **All entries must be made and reviewed by the Inspector and the District on a daily basis. Status of Contractor's current as-builts will be considered part of the Contractor's work progress for the purpose of reviewing monthly Applications For Payment.** If applicable, the Contractor shall use the contract specifications as a minimum guideline standard. Contractor shall pay the cost for the final issue of reproducible as-built drawings that are required for this scope of work.
46. REQUEST FOR INFORMATION: Contractor shall make all requests for information in writing to the Architect as they relate to issues regarding interpretation and clarification of the plans and specifications. Architect will forward to Architect/District for response. All requests shall be made in a timely manner allowing for a seven (7) calendar day response time so as not to delay the work or overall schedule.
- If it is determined by the District that the Contractor did not initiate the question(s) in a timely manner and subsequent schedule delays are incurred, then this Contractor shall pay for acceleration costs or other means to maintain the schedule.
47. DEVIATION FROM DESIGN: Contractor shall NOT deviate from the design required by the contract documents unless the design violates code requirements or the design is unfeasible. If a design condition warrants a change, then the Contractor shall issue a "Request for Information" pursuant to the terms of the Request for Information article in this Exhibit; prior to the work being performed so as not to delay work.

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48. DAILY REPORTS: Contractor will document and provide the District with a daily report identifying progress completed each day and a listing of Contractor's personnel.
49. CONFIDENTIALITY: Contractor shall treat all information relating to the project and all information supplied to Contractor by the District, or Architect as confidential and proprietary information and shall not permit its release to other parties or make any public announcement or public releases without District's written authorization. Contractor shall also require its Subcontractors and vendors to comply with this requirement.
50. CONTRACTOR PERSONNEL: The District has complete authority to review and approve selection of Contractor's field and office personnel for this project. The District has authority to request replacement of any Contractor personnel for reasons determined by the District. Contractor shall maintain the same approved personnel throughout the entire duration of project at the District's discretion. Contractor will, at the time of award of work, furnish a list of persons assigned to the Project showing their titles and telephone numbers. Emergency telephone numbers shall also be provided for after hour use by the District.

Contractor agrees to provide a minimum of one competent English speaking skilled foreman or superintendent who shall be present at all times during execution of the Contractor's work. Failure to provide an adequate Project Management or Superintending shall result in an assessment of District costs levied to have the District coordinate and manage subcontractor's work. Contractor agrees to use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

51. WELDING/BRAZING CERTIFICATES: All welding/brazing completed under this Contract must be performed by a certified welder with a current certificate that has not exceeded the 90-day expiration period.
52. ALCOHOL, DRUGS, & TABACCO: Anyone drinking or possessing alcoholic beverages or possessing illegal drugs or any tobacco products (including e-cigarettes) on the jobsite or the surrounding area will be asked to leave and refused future access to the jobsite, the campus and all related activities. The construction of this facility is still on school property and the above requirements will be strictly enforced.
53. CONTRACTOR SIGNAGE AND ADVERTISEMENT: Contractor shall not place or paint signage of any type on temporary offices/storage containers on or near building site, including the building structural steel frame.
54. BROADCASTING DEVICES: No playing of radios, tape decks, or other broadcasting devices shall be permitted within/or surrounding the project site boundaries.

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55. MATERIALS FURNISHED BY OTHERS: Contractor shall install all materials, furnished by others that are so designated in this Contract (if applicable). Contractor shall be responsible for receiving, unloading, protecting, storing, handling on jobsite, installation, rough/final connections, testing, etc. as required for a complete installation. Contractor shall furnish all fasteners and misc. items required to install materials. Upon formal delivery, Contractor shall inspect materials for damage and that proper items were delivered and formally report all discrepancies. If the materials are discovered to be defective or incorrect after installation, then Contractor shall remove and re-install correct materials at Contractor's own expense. Costs for correct materials shall be paid for by original material supplier. Contractor to issue a written quantity survey of materials within 10 calendar days of receipt of Contract. All materials are to be formally delivered with a detailed listing of the items to the location on the jobsite as requested by the receiving Contractor. Contractors are to prepare and review all coordination information and procedures necessary. Construction Manager shall not formally receive nor transmit materials.
56. CLOSEOUT SUBMITTALS: Contractors must complete and return to District at least three (3) original Warranty/Guarantee letters using the Contractor's letterhead and standard warranty language enclosed with this package and one (1) digital copy. Three (3) Contractor Operations and Maintenance Manuals and/or Material-Equipment Data and one (1) digital copy must be submitted as well as all closeout submittals required by the contract documents. A complete submittal must be provided for review prior to substantial completion and before progress payments of 90% completion will be processed. These items will be presented to the District as an essential element of substantial completion.
57. PAYMENT APPLICATIONS: Contractor is to submit to the District for review and approval its draft monthly billing by the 20th of the month. This is to include the previous month's Applications For Payment with the current month's requested percentages of work complete indicated.
District shall review and return the Contractor's draft with required revisions by the last day of the month. Upon receipt, Contractor shall make revisions, prepare and submit two (2) complete, original, notarized copies of Contractor's Application For Payment to the District within 3 calendar days.

The billing forms for use with this project are available from the District. The billing forms shall contain signature lines for the Contractor, Architect, and District.

DISTRICT requires from the CONTRACTOR the following information with each application for payment: (i) certified payroll covering the period of the prior application for payment (reviewed and processed through DISTRICT's consultant; (ii)

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conditional waivers and releases from CONTRACTOR and all subcontractors/suppliers for which payment was requested under the prior application period and additional for each supplier/vendor who submitted a 20-Day preliminary notice to the DISTRICT; (iii) unconditional waivers and releases from CONTRACTOR and all subcontractors/suppliers for which conditional waivers and releases were submitted in prior payment application; (iv) submit an Unconditional Upon Final Payment release form for all CONTRACTORS / subcontractors / vendors / suppliers who submitted a 20 day preliminary notice to the DISTRICT in order for the DISTRICT to process a CONTRACTOR's Final Payment Application.

Failure to provide the above by the required dates will delay processing Contractor's Payment Application until the following pay cycle 30 or 31 days later.

58. TIME: Time is of the essence in this Agreement. Contractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors, suppliers and/or material men and of the District, in a manner that will facilitate the efficient completion of the entire work. In the event Contractor fails to maintain its part of the schedule, it shall, without additional compensation, accelerate the work as District may direct until Contractor's work is in accordance with such schedule. District shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which various portions of the work shall be installed and the relative priority of the work of Contractor and other Contractors, and, in general, all other matters pertaining to the timely and orderly conduct of the work of Contractor on the premises.
59. RIGHT TO ADEQUATE ASSURANCE: When reasonable grounds for insecurity arise with respect to Contractor's performance, District may in writing demand adequate assurance of due performance. Contractor's failure to provide within fifteen (15) days of the demand such assurance of due performance as is adequate under the circumstances of the particular case is a default of this Agreement.
60. "HOT WORK" PERMITS: Contractor will comply with District's "Hot Work" Permit policy. Hot work is defined to be any operation that involves an open flame or produces heat and/or sparks. Certain activities require a hot work permit before they are allowed to start. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Torch Applied Roofing and Welding. This would involve any hot work within occupied structures, in close proximity to combustible or flammable materials, or in any area where there is not an active fire protection system. The Contractor's Superintendent will issue hot work permits each day they are required. A permit is only valid for a single work shift. Requirements of the permit may include, but are not limited to the Contractor: supplying a trained fire watch, suitable fire extinguishers, relocating flammable and combustible materials, cleaning debris from area, fire-resistive sheets, tarpaulins or shields and servicing of faulty equipment.

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61. FIRE WATCH/FIRE EXTINGUISHERS: Contractors will provide trained personnel to perform fire watch operations and provide temporary fire extinguishers, fire blankets and all other necessary items to protect existing and new structures. This will be required during any activity where potential fire loss may be incurred and/or required by District or governing authority. Contractor is required to provide "Hot Work Permits", as directed by the District, prior to commencement of welding, soldering, heat generating, etc. operations.
62. TYPICAL REPRESENTATION OF BUILDING ELEMENTS: It is expressly understood that where various building elements are defined, either through notations, details, elevations, etc., these are considered typical for similar elements found elsewhere in the building. For purposes of clarity, not all notations have been duplicated but are considered defined through notations elsewhere in the project specifically specifying that building element. Accordingly, each notation, detail, elevation, etc. should be considered typical whether specifically stated so or not. This Contractor has reviewed the entire set of plans and specifications and has included all elements to comply with the above, the most stringent condition will apply in all cases.
63. RAIN: The Contractor shall assume rain or other inclement weather will occur during the course of the project. Contractor includes provisions for any such impacts. The following shall be used as the basis for determination of abnormal weather conditions for the location and time period of the work as related to rainfall.

The District will review the experienced rainfall in comparison of the average rainfall for the previous five (5) years for the area of the project during the time frame of the rain impacts for a determination of abnormal weather conditions for the location and time period of the work as related to rainfall.

Contractor's sole remedy for rain delays beyond the included rainfall days is extension of time only. Any resulting "dry out" time shall not be considered reason for a time extension.

64. SURVEYING AND STAKING: It is the Contractor's responsibility to include provisions for all survey and layout required to complete the scope of Contractor's work.
65. ELECTRONIC COMMUNICATIONS: Contractor shall obtain, maintain and monitor a valid electronic mail (e-mail) account for the entire course of the project. Account shall be active upon issuance of a Notice of Award to the Contractor by the District and Contractor shall notify District of its e-mail address within five (5) days of receipt of the NOA. Contractor understands that while other forms of communication may be utilized by the Architect and District, critical information will regularly be issued only via e-mail, including correspondence, direction, schedule updates and new Contract Documents. It is the Contractor's responsibility to obtain and respond to all such correspondence in a

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timely fashion. Contractor shall verify that all mail and attachments from the domain "@iusd.org" are not blocked by its service provider or software.

66. INDEMNIFICATION: With the exception that this Section shall in no event be construed to required indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and save harmless the District, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Contractor's operations to be performed for, but not limited to:
- a. Personal injury, including, but not limited to, bodily harm, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agencies of the District, or any Contractor or Subcontractor and/or damage to property of anyone (including loss of use thereof), cause or alleged to be caused in whole or in part by any act or omission of Contractor or anyone directly or indirectly employed by Contractor of anyone for whose acts Contractor may be liable regardless of whether such personal injury or damage is caused by a party indemnified hereunder.
 - b. Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Contractor.
 - c. Infringement of any patent rights which may be brought against the District arising out of Contractor's work.
 - d. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages resulting to the District from such claims or liens.
 - e. Contractor's failure to fulfill any covenants set forth herein or elsewhere regarding Labor Relations.
 - f. Failure of Contractor to comply with any of the provisions of the General Conditions regarding insurance.
 - g. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor's or others' equipment, hoists, elevators, or scaffolds.
 - h. The indemnification provisions of (a) through (g) above shall extend to claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of District or their agents or employees. Contractor, however, shall not be obligated under this Agreement to indemnify District for Claims arising from the sole negligence or willful misconduct of District or their agents, employees or independent contractors who are directly responsible to District, or for defects in design furnished by such persons.

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- i. Contractor shall:
- i. At Contractor's own cost, expense and risk, defend all Claims that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of Contractor, against District or their agents or employees or any of them;
 - ii. Pay and satisfy any judgment or decree that may be rendered against the District or their agents or employees, or any of them, arising out of any such Claim; and/or
 - iii. Reimburse District or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section.
 - iv. All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or in receipt/delivery of materials furnished by others, or any or all of them, to the site shall be at the risk of Contractor exclusively until the completed work is accepted by the District.
 - v. The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in other sections of the Contract Documents.
 - vi. Builder's Risk Insurance is not required and may or may not be provided by the District.

Bid No. 23/24-04MO,
Deferred Maintenance: HVAC Equipment Replacement Project
at Rancho San Joaquin Middle School

IRVINE UNIFIED SCHOOL DISTRICT
IRVINE, CA

EXHIBIT "C" TRADE SPECIFIC INCLUSIONS

BID NO. 23/24-04MO,
DEFERRED MAINTENANCE: HVAC EQUIPMENT REPLACEMENT PROJECT AT
RANCHO SAN JOAQUIN MIDDLE SCHOOL
EXHIBIT "C" – TRADE SPECIFIC INCLUSIONS

BID PACKAGE #1
HVAC

March 25, 2024

The following clarifies certain inclusions and other information to the scope of work of the Contractor for the above referenced Bid Package, hereinafter referred to as "Contractor". This list may not be inclusive of all work and is not limiting in any manner. Contractor shall include all items listed herein despite possible duplication within the Contract Documents. **To the extent that this Exhibit "C" may conflict with other Contract Documents, this Exhibit "C" shall take precedence.**

Contractor is responsible to perform the Bid Package general scope, to include complete construction of the General Construction Contractor as shown or which can be reasonably inferred by site conditions and the Contract Documents.

Contractor includes full compliance and all scope coverage with plans and specifications that interface and require General Construction Contractor unless modified by this Exhibit.

RANCHO SAN JOAQUIN MS: HVAC REPLACEMENT	Ruhnau Clarke Architects – Complete Specification Booklet	Ruhnau Clarke Architects – Complete Plan Set
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I. GENERAL REQUIREMENTS: The following general requirements apply to all work included in this Contract:

1. Schedule of shop drawings, submittals, and dimension verifications: The following groups of shop drawings and submittals shall be delivered to the District not later than the below listed dates:
 - a) All submittals and samples required by the Contract Documents.
Due: Three (3) weeks from date of the Notice to Proceed unless noted otherwise below or in the Contract Documents.
2. Contractor includes cost of preparation and printing of all shop drawings and submittals for base contract work items, including all revision to shop drawings during the approval process, reasonable additional copies required for coordination with other trades, copies for the project record, etc. as required through completion of the Project.
3. Following return receipt of approved submittals, Contractor is responsible to promptly notify the Owner in writing of any questions that are unresolved on approved submittals that will delay delivery. Unless the Owner receives such notice within 3 calendar days of return receipt of submittal by Contractor, all claims for delays shall be invalid.
4. Contractor shall notify Owner in writing of all inconsistencies in the drawings/specifications and subsequent shop drawings prior to order or installation.
5. The Bid Schedule indicates milestones as well as planned start and completion dates for the construction period. Contractor is to prepare and submit a detailed construction schedule to the District within ten (10) days after NTP is received and consequent

monthly schedule updates are to be made and provided to the District by the 1st of each month. Include (5) rain days in your base schedule. All rain days are to be approved by the District.

6. Contractor includes all supervision, materials, taxes, delivery costs, equipment, and installation labor required to perform the scope of work as defined herein in full accordance with the Contract Schedule and all of the Contract Documents, and all applicable codes, laws and industry standards.
7. Base contract to include a minimum of eight (8) hour days, five (5) days a week for all activities included in this scope of work. Contractor includes in their base bid the cost to work premium time and weekends as necessary to complete the scope of work per the base bid schedule.
8. Contractor is responsible for coordinating all inspections required for this scope of work. Inspection requests must be made to the Project Inspector at least forty-eight (48) hours prior to inspection. Contractor shall notify Owner of all scheduled inspections and subsequent deficiency or approval status.
9. Contractor is responsible to maintain/repair/replace any temporary protection that are moved or damaged by its work. Contractor is responsible to protect all work installed until it is accepted by the owner.
10. Contractor includes all items consistent with this scope of work that are indicated in the complete set of Contract Documents, specifications and addenda. This Contractor's scope of work is not limited to a particular set or part of the Contract Documents but rather the entire set of documents.
11. Contractor shall provide an on-site English-speaking representative with a cellular phone, the phone number shall be provided to the Owner at the time of Contractor mobilization. The Contractor shall provide the contact information for a 24 hour representative to be contacted in case of emergency.
12. Contractor shall provide its employees with company shirts clearly identifying their company on the front and back, and shall require its subcontractors to do likewise.
13. Contractor acknowledges that space for storing materials within the worksite is limited. It is understood that all materials are to be delivered only when needed. All delivery and storage of materials shall be scheduled and coordinated with Owner. Contractor is responsible to ensure that stocking of equipment and material does not impede the work of others. Contractor shall promptly relocate stockpiled materials when directed by Owner. Contractor is responsible to promptly remove from the project all surplus material and debris associated with its work.
14. The District and the City of Irvine will occupy the adjacent buildings and parking lot onsite during the entire construction period. Cooperate with the District during construction operations to minimize conflicts and facilitate District usage. Perform the Work so as not to interfere with the facilities operations.
15. Contractor is required to follow the Logistics Plan issued as Exhibit "F" and include mobilizations as needed to complete work in the designated work areas. The work areas identified on the Logistics Plan are to be completed in the order as sequenced on the Bid Schedule.

SCOPE OF WORK SPECIFIC PROVISIONS

BID NO. 23/24-04MO, DEFERRED MAINTENANCE: HVAC EQUIPMENT REPLACEMENT PROJECT AT
RANCHO SAN JOAQUIN MIDDLE SCHOOL
BID PACKAGE: #1, HVAC

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16. Contractor is responsible to obtain and pay for performance and payment bonds to cover all work included in its base Contract. The cost of these bonds is included in the base Contract amount. Payment of all Change Order bond premiums shall be the responsibility of Contractor and be included in scope change responses.
17. Contractor shall properly staff and furnish the proper type and quantity of equipment as necessary to maintain the Project Schedule and put work in place as required by the Owner. Provide all overtime/shift work required to perform the work in accordance with the Project Schedule.
18. Contractor will verify conditions related to this scope of work prior to the start of work. Owner shall be immediately notified in writing of any discrepancies between the Contract Documents and existing conditions. Failure to notify the Owner of any discrepancies prior to start of work will indicate that the Contractor concurs that site conditions match the contract documents.
19. Contractor is to coordinate and install any and all infrastructure required to obtain temporary power or water required to perform the scope of work included in this Bid Package. The District only pays for the use fee to the utility company.
20. General Contractor is to have onsite supervision at all times in which the General Contractor's firm has employees working onsite **or in the event that a Subcontractor is onsite**. Supervision is to be done by a qualified person, also meeting the requirements of Item 11 above, who is authorized to make decisions on behalf of the General Contractor's firm and is to be accepted by the District.
21. Comply with all City, State, Local Jurisdictional Agencies, AQMD, Health Department, SCE, IRWD, California Regional Water Quality Control Board (SWPPP), and CAL/OSHA requirements and obtain permits as required. The Contractor shall prepare and submit all necessary paperwork to the City and other governing agencies, as required to obtain an encroachment permit, approved haul route, hauling permits, AQMD permits, and any other requirement that must be complied with so that the work in this Contract can be accomplished.
22. Contractor shall designate an on site "safety officer" who shall be responsible for the safety of the Contractor's personnel and his associated subcontractors' – safety officer is to hold at a minimum OSHA 10 certification. The designated safety person shall be onsite at all times during the Contractors work operations. All Safety procedures and precautions shall fully comply with all OSHA and governing agency requirements. Copies of all accident reports and incident reports shall be immediately issued to the Owner.
23. The Contractor is to completely roll up all materials, tools, and miscellaneous items and render them safe at end of day's work. At no time is material or equipment to be stockpiled outside of construction fencing.
24. Provide construction signage on temp fencing, temporary barricades, warning devices to protect project site from adjacent activities. Keep the temporary fencing gate shut at all times to keep secure separation from District operations outside the construction work area.
25. Contractor shall attend weekly coordination meetings for the purpose of coordinating the Contractor's work with the Architect and the District.

26. Turn over to District prior to completion of project, extra materials per Specifications or a minimum of one box of each type and color if none specified. Properly label, package, deliver and store individual materials at direction of District.
27. Include all rigging, hoisting, erection, etc. for all materials in this scope of work. Contractor is aware that no material or personnel hoist will be provided for this project and includes all hoisting required for its work.
28. All general requirements including, but not limited to, temporary fencing, temporary toilets, construction debris disposal, power, water, traffic control, disposal of concrete, clear and grub debris disposal, tree and landscape demolition and disposal, and disposal of all demolition materials is to be provided by the Contractor. Contractor is responsible to install temporary construction fencing and toilets per the logistics plan and it is the Contractor's responsibility to relocate as needed to complete the scope of work.
29. All welding, bolts, fasteners, inserts, anchors, unistrut, channels, hangers, brackets, threaded rod, seismic supports, and other misc. items as needed to attach or install items included in this Contract.
30. All caulking and sealant between work in the Contract and all other dissimilar materials, including all fire caulking for all penetrations in rated enclosures.
31. Protect all adjacent work and existing building. Contractor responsible for replacing or repairing, at no additional cost, any work damaged or determined to be unacceptable by the District or Contractor due to poor workmanship.
32. Contractor has reviewed the Contract Documents including the plans, specifications and Soils Report. Perform all hazardous material abatement as required. Contractor is to prepare, submit, and pay for all permits required to complete this scope of work. Haul-off from site all debris, hazardous and non-hazardous generated. Contractor responsible for notifying the District 48 hours in advance for scheduling Abatement scope of work to commence, if necessary.
33. Contractor must take all necessary precautions to prevent disturbing known or unknown existing above ground and underground / under slab utilities, and/or structures not be removed in this scope of work. Contractor shall notify the District immediately upon disturbing said utilities.
34. District will provide survey only once and all additional survey shall be the responsibility of the Contractor. District provided survey includes benchmarks, sidewalk, fence locations, water main lines, and equipment pad locations. Survey certification will also be provided as required by the City or DSA.
35. Contractor is responsible to provide and maintain appropriate storm water pollution preventions BMP's, erosion control and dust control measures that are specific to its work operations as required to satisfy all statutory and regulatory requirements throughout the course of its work. Dust control measures shall commence the first day of work. All waste and washout materials must be properly contained and disposed of offsite. No washout or disposal of concrete, etc. is to be placed in the storm drain or waste system.
36. Contractor will walk the site with the District to establish existing conditions prior to commencing work. Contractor will remedy any damage resulting from its work.

37. Contractor includes preparation/submission of all paperwork, traffic control, encroachment permits, haul route maps, applications, etc., as required by the local municipality to complete work as necessary.
38. Contractor is responsible to provide daily clean-up of streets, adjacent parking lot, sidewalks, and site walkways during its work operations. This includes continued cleaning of the streets, parking lot and sidewalks during hauling operations.
39. Fire protection during demolition and construction shall be in accordance to 2022 CBC and 2022 CFC.

II. INCLUSIONS: The following items are specifically included in the scope of this Contract:

40. Contractor understands that they are responsible for the entirety of the project scope of work as reflected within the Contract Documents for this project. The scope of work, in its entirety, reflected within the Specifications and Drawings identified within Exhibit A are the sole responsibility of this bid to furnish, install, and complete improvements for.
41. Contractor is responsible to furnish and install all construction improvements reflected within the entire set of bid documents (construction drawings, specifications, public work bid package with attachments, etc.).
42. Contractor responsible to prepare submittal documents and obtain Architect approval prior within the time limits set forth in order to procure equipment/materials to complete the work within the timelines identified with Exhibit E 'Project Bid Schedule'.
43. Contractor to safely disconnect and remove existing roof mechanical units, and associated utility points-of-connection, as identified within the Contract Documents.
44. Contractor to safely connect and install new roof mechanical units, and associated utility points-of-connection, as identified within the Contract Documents.
45. Contractor shall take the necessary precautions to protect existing roofing during the course of construction. Contractor will be responsible to patch, repair, or replace any damaged roof elements as a result of Contractor's work.
46. Contractor shall take the necessary precautions to protect existing solar arrays and existing conduit pathways during the course of construction. Contractor will be responsible to patch, repair, or replace any damaged solar array and existing conduit pathway elements as a result of Contractor's work.
47. Contractor is responsible for cleaning of work areas following completion of construction activities.
48. All general condition items to be provided by the Contractor. The Contractor is responsible for providing appropriate temporary restroom and handwashing facilities required for number of Contractor's workers onsite. The Contractor is responsible for providing temporary fencing to enclose areas of work. The Contractor is to relocate temporary restrooms and fencing as required to construct scope of work. The Contractor will protect and pay for all damage to temporary utilities. All temporary fencing is to have screening on fencing to conceal sight of work. Contractor responsible for providing screening that is free of text, tagging, paint, stains, etc. Any damaged to fence

screening due to vandalism is to be addressed within 24 hours, immediate attention is required for obscene or offensive vandalism.

49. The Contractor acknowledges that owner shall have first right of refusal on all items indicated to be removed. Contractor shall verify all such items with owner prior to removal.
50. Include demolition per the Contract Documents including but not limited to Site and Architectural Elements. "Safe Off" of utilities. Contractor shall obtain written approval to commence demolition of areas where improvements are identified on the construction documents. Note: All items marked "existing to remain", existing, etc., shall be left in like condition and shall be protected from surrounding demolition work. Any damage not brought to the attention of the District shall be deemed a result of the demolition; any charge to return to "like condition" will be borne by this Contractor.
51. All construction debris generated from projects are to be removed from the sites at the contractor's expense. Contractor is responsible to provide disposal for all demolition debris, concrete, wash out, or any other type items. Any costs related to abatement waste removal and removal fees are to be borne by Contractor. All waste container placement is to be coordinated with the District.
52. Contractor is to complete all work in close coordination with the existing site conditions. Any damage to existing site is to be repaired by the Contractor at no additional cost to the District.
53. Contractor is responsible for the procurement and installation of all signage per the contract documents.
54. Contractor is responsible for furnishing and installing all fire extinguishers.
55. Contractor responsible for HVAC controls testing and balancing for new HVAC equipment units.
56. Contractor responsible to perform all electrical scope identified within the plans. Contractor responsible to identify all existing panel locations and trace conduits pathways prior to work taking place.
57. All connections and testing to be performed by Contractor. All costs related to routing through existing building and concealed ceiling spaces, including patch back from penetrations within existing building, are to be included within bid.
58. Contractor responsible for protecting all adjacent finishes and existing building elements near areas of work as part of this project. Any damage to existing adjacent finishes or building elements are to be cleaned, repaired, and/or replaced to the condition found prior to Contractors work being performed.
59. All site electrical pull boxes, communication pull boxes, conduit pathway conduits/conductors and associated trenching & patch-back, electrical gear & equipment, and all other remaining electrical work as reflected within the construction documents.
60. Contractor is responsible for providing all grounding rods as required per the contract documents.

61. New conduit pathway through the campus to be scheduled and coordinated with the District to not disturb active school operations. Coordinate operations with the District. For the sake of this bid Contractor is to assume pathway as reflected in the construction drawings. Contractor responsible to safely protect existing ceiling grid system, ceiling tiles, ceiling fixtures and devices, classroom furniture, during the course of the low voltage scope of work as reflected within the Contract Documents.
62. All electrical/low voltage and plumbing scope of work as reflected within the Contract Documents are to be performed by this contractor. Coordinate decommissioning activities with the District prior to commencing with work activity.
63. Contractor to repair any damaged conditions to asphalt, concrete, or landscape that is damaged as a result of the project scope of work.
64. Roof mounted equipment is to be removed and replaced by means of the Contractor at the Contractors' expense. The coordination of the unit removal/replacement are to be coordinated and scheduled in advance with the District in advance. All required City and Traffic permitting for means of mechanical unit removal and replacement are to be the sole responsibility of the Contractor to obtain and comply with. All cranes and/or helicopter use to be approved by the City and District before activities commence.
65. Contractor is responsible to furnish and install of all fire/life/safety devices and controls.
66. Contractor shall furnish and install all firestopping where required for all penetrations caused by materials installed in this package.
67. Contractor shall furnish and install all Smoke Testing and commissioning as required by DSA and any AHJ requirements.
68. Furnish all flashings required for exterior building penetrations and points of connection.
69. Contractor includes all miscellaneous sheet metal work associated with and required for the mechanical work for all rooftop equipment. Contractor to provide any sheet metal items associated with the scope of work.
70. Contractor shall assure that all openings in equipment and ductwork shall be closed to prevent entrance of all foreign matter and protection from weather, and shall protect all HVAC work during execution of the work. Return air ductwork shall be capped or covered with filter to prevent entrance of dust and debris.
71. Contractor includes sound test of HVAC units and ducting points of connection as requirement by the Contract Documents.
72. Contractor shall be responsible for commissioning of equipment per the Contract Documents and provide the necessary report as required.
73. Properly coordinate the locations and dimensional requirements (including all specific dimensions shown on the plans) of all Contract work items with all other sub-trade work items so that conflicts, incorrect locations, inadequate space/clearance, and similar types of circumstances are avoided.
74. All sleeves and penetrations for ductwork, piping, conduits, equipment, etc. shall be sealed with materials that are both specified and approved by the Architect.

75. Furnish and install wood sleepers (or other types of proper support) under roof mounted piping. This type of support shall be installed in the absence of a specific detail.
76. Contractor includes all caulking and sealing of work in this Contract and to that of dissimilar materials as required for weatherproofing, appearance and by the Contract Documents.
77. Contractor includes all specified labeling, stenciling, tagging and identification of all equipment, piping / ductwork system, devices, etc. which have included within the Contract Documents.
78. Contractor includes all factory and/or finish painting and factory finishes of HVAC work as specifically required by the Contract Documents. All sheet metal flashing and trim furnished under this contract shall be prime painted or galvanized in accordance with Specification Section 07 62 00.
79. Furnish and install duct smoke detectors, wiring, and connection to Fire Alarm system.
80. Contractor includes all coordination and final connections for HVAC controls system.

III. EXCLUSIONS

- I. None.

IV. ALLOWANCES: Contractor includes the following allowances as a part of its contract amount. Allowances may be used only upon written direction from the District, and shall require daily verification by District and IOR of time and materials used in the form of signed T&M tickets. No unsigned daily tickets will be recognized for financial compensation. Any unused portion of allowances shall be credited back to Owner at the conclusion of the project.

- I. This Contract shall include an **Unforeseen Conditions Allowance of Seventy-Five Thousand Dollars (\$75,000)** as a part of its base bid contract amount. **The distribution of the Allowance dollars through the course of construction to the Contractor upon approval from the District for unforeseen conditions shall only be for the direct Labor, Material and Subcontractor cost. This shall not include any markups, e.g. overhead, profit, insurance, bonds, supervision, general conditions, etc.** This allowance will be used as directed by the District and will not be used to fulfill obligations under this Contract. All time used under this allowance must be agreed to by the District before the work is started. Daily field tickets will be presented to the District on a daily basis to account for time used. Unused costs under this section shall be credited back to the District at the same rates used for additive Change Orders.

Bid No. 23/24-04MO,
Deferred Maintenance: HVAC Equipment Replacement Project
at Rancho San Joaquin Middle School

IRVINE UNIFIED SCHOOL DISTRICT
IRVINE, CA

EXHIBIT “D” INSURANCE REQUIREMENTS

EXHIBIT “D” - INSURANCE REQUIREMENTS

IRVINE UNIFIED SCHOOL DISTRICT –

BID NO. 23/24-04MO, DEFERRED MAINTENANCE: HVAC EQUIPMENT REPLACEMENT PROEJCT AT RANCHO SAN JOAQUIN MIDDLE SCHOOL

This contains minimum requirements for the project. If awarded, Contractor agrees, at a minimum, to meet these requirements at no additional cost between this document and the insurance requirements included in the Contract.

All policies shall include completed operations endorsements which shall be maintained for a term ending not sooner than the duration of the warranty period and/or as required by the contract documents.

Contractors shall, at their sole cost and expense, obtain and maintain insurance coverage. Certificate of Insurance and associated endorsements are to be provided prior to the issuance of a NTP. Work on this project will not be allowed to commence without your Certificate of Insurance and endorsements on file with the Irvine Unified School District. Every certificate must include the following:

GENERAL LIABILITY **\$1,000,000 OCCURRENCE / \$2,000,000 PER PROJECT AGGREGATE**

- ◇ The Project name must be indicated on the endorsement (see sample)
- ◇ The per project aggregate endorsement is needed if the “per project aggregate” box is not checked on the original certificate and must contain the policy number.
- ◇ **Irvine Unified School District** must be named as Additional Insured with the proper endorsement using ISO Form CG 2010 (11/85), or a combination of CG 2010 (10/01) and CG 2037 (10/01) Any reference to “**liability arising out of your ongoing operations**” is unacceptable **UNLESS** accompanied by a Completed Operations endorsement.
- ◇ “Primary Wording” must appear on the additional insured endorsement as follows:
 - “**Primary Clause**” – The insurance afforded by this policy for the additional insured(s) is primary insurance and any other insurance maintained by or available to the additional insured(s) is non-contributory. **Any reference to “...only if claim, loss, or liability is determined to be the sole negligence of the named insured” is UNACCEPTABLE.**
- ◇ Commercial General Liability insurance written on an “occurrence” form including coverage for: Premises and Operations; Products and Completed Operations; Broad Form Property Damage; Explosion, Collapse, Underground Hazards; Contractual Liability insuring the obligations assumed by Contractor in this contract; Personal Injury Liability, Severability of Interest. Minimum limits for this coverage shall be at least **\$1,000,000 Bodily Injury/Property Damage each occurrence / \$2,000,000 per project aggregate.** Such insurance shall be underwritten by an A.M. Best rated carrier with no less than an A- VII rating.
- ◇ The Commercial General Liability shall include products and completed operations endorsements which shall be maintained for a term ending not sooner than the duration of the warranty period as required by the contract documents and shall be on “an occurrence basis” and not a “claims made” basis.
- ◇ Must contain a **Waiver of Subrogation** in favor of **Irvine Unified School District.**
- ◇ Certificate shall contain a provision that coverage afforded under such policies shall not be canceled or materially changed without at least thirty (30) calendar days written notice.

AUTO LIABILITY **\$1,000,000 COMBINED SINGLE LIMITS FOR BODILY INJURY & PROPERTY DAMAGE**

- ◇ The Project Name must be indicated.
- ◇ 30-Day cancellation notice to Irvine Unified School District.
- ◇ Automobile Liability insurance covering all owned, hired and non-owned vehicles with a combined single limit of not less than **\$1,000,000.**
- ◇ Such insurance shall be underwritten by an A.M. Best rated carrier with no less than an A- VII rating.

EXHIBIT "D" - INSURANCE REQUIREMENTS

IRVINE UNIFIED SCHOOL DISTRICT –

BID NO. 23/24-04MO, DEFERRED MAINTENANCE: HVAC EQUIPMENT REPLACEMENT PROEJCT AT RANCHO SAN JOAQUIN MIDDLE SCHOOL

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

STATUTORY

- ◇ The Project Name must be indicated.
- ◇ In accordance with the laws of the State of California in an amount that is not less than that required by applicable law, statute or ordinance, with a limit of liability for coverage of at least **\$1,000,000 each occurrence/aggregate**, and containing a **Waiver of Subrogation** in favor of **Irvine Unified School District**. Such insurance shall be underwritten by an A.M. Best rated carrier with no less than an A- VII rating.
- ◇ 30-Day cancellation notice to Irvine Unified School District.

EXCESS –UMBRELLA LIABILITY

\$3,000,000 Each Occurrence

- ◇ The Project name must be indicated on the endorsement (see sample)
- ◇ The "per Occurrence" box is to be checked on the original certificate and must contain the policy number. Such insurance shall be underwritten by an A.M. Best rated carrier with no less than an A- VII rating.
- ◇ 30-Day cancellation notice to Irvine Unified School District.
- ◇ Minimum limits for this coverage shall be at least **\$3,000,000 Each Occurrence**.

SEXUAL ABUSE / MOLESTATION \$1,000,000 OCCURRENCE / \$2,000,000 PER PROJECT AGGREGATE

- ◇ Per Sample Insurance Certificate attached
- ◇ May be included in GL coverage above or provided as a separate policy.
- ◇ Minimum limits for this coverage shall be at least **\$1,000,000 Each Occurrence, \$2,000,000 Aggregate**.

NOTE: **Original certificate(s)** and endorsements must be sent to:

Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attn: Risk Management

Bid No. 23/24-04MO,
Deferred Maintenance: HVAC Equipment Replacement Project
at Rancho San Joaquin Middle School

IRVINE UNIFIED SCHOOL DISTRICT
IRVINE, CA

ATTACHMENT "E" BID SCHEDULE

Bid No. 23-24-04MO, Deferred Maintenance: HVAC Equipment Replacement Project at Rancho San Joaquin Middle School

Exhibit E - Base Bid Schedule

ID	Task Name	Duration	Start	Finish	February 2	April 11	June 1	July 21	September	November	December	February 1	April 1	May 21	July 11	S																
					2/18	3/10	3/31	4/21	5/12	6/2	6/23	7/14	8/4	8/25	9/15	10/6	10/27	11/17	12/8	12/29	1/19	2/9	3/2	3/23	4/13	5/4	5/25	6/15	7/6	7/27	8/17	
1	Bid Due Date	0 days	Thu 5/2/24	Thu 5/2/24				◆ 5/2																								
2	Board Award of Contract	0 days	Tue 5/21/24	Tue 5/21/24				◆ 5/21																								
3	Submittal & Procurement Period	273 days	Wed 5/22/24	Fri 6/6/25					◆																							
4	Construction Duration	40 days	Mon 6/9/25	Fri 8/1/25																												
5	Mobilize - Start Construction	1 day	Mon 6/9/25	Mon 6/9/25																												
6	Disconnect & Safe Off HVAC Units	4 days	Tue 6/10/25	Fri 6/13/25																												
7	Removal and Replacement of Units	10 days	Mon 6/16/25	Fri 6/27/25																												
8	Connect Utilities to New Units	5 days	Mon 6/30/25	Fri 7/4/25																												
9	Patch/Repair Points of Connection and Roof	3 days	Mon 7/7/25	Wed 7/9/25																												
10	Remove Ceiling Tiles and Grid Pieces	2 days	Thu 7/10/25	Fri 7/11/25																												
11	Interior Electrical/L.V. Rough-In	5 days	Mon 7/14/25	Fri 7/18/25																												
12	Terminate Devices and Finish Work	5 days	Mon 7/21/25	Fri 7/25/25																												
13	Testing	2 days	Mon 7/28/25	Tue 7/29/25																												
14	Building Occupancy	0 days	Tue 7/29/25	Tue 7/29/25																												
15	Clean Up	1 day	Wed 7/30/25	Wed 7/30/25																												
16	Demobilization	2 days	Thu 7/31/25	Fri 8/1/25																												

Date: 5/25/2024

Task		Inactive Task		Start-only	
Split		Inactive Milestone		Finish-only	
Milestone		Inactive Summary		Deadline	
Summary		Manual Task		Progress	
Project Summary		Duration-only		Manual Progress	
External Tasks		Manual Summary Rollup			
External Milestone		Manual Summary			

Bid No. 23/24-04MO,
Deferred Maintenance: HVAC Equipment Replacement Project
at Rancho San Joaquin Middle School

IRVINE UNIFIED SCHOOL DISTRICT
IRVINE, CA

ATTACHMENT “F” SITE LOGISTICS PLAN

ONSITE CONSTRUCTION ACTIVITIES TO OCCUR JUNE 9, 2025 THRU AUGUST 1, 2025



Contractor Parking

School Site Access
Restricted Hours
(Coordinate w/ District)

June 9, 2025 thru August 1, 2025 Construction - Laydown Area

- Chainlink Fence w/ Green Scrim
- Contractor Equipment and Materials Storage Area
- Contractor Break, Temporary Facilities Area

Rancho San Joaquin Middle School
4861 Michelson Dr., Irvine, CA 92612

EXHIBIT F
SITE LOGISTICS PLAN