



# **IRVINE UNIFIED SCHOOL DISTRICT**

## **Bid No. 18/19-02MO, Unit Cost Pricing for Floor Installation**

**Bid Deadline: May 10, 2019 at 1:00 pm**

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

**Bid No. 18/19-02MO, Unit Cost Pricing for Floor Installation**

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**NOTICE CALLING FOR BIDS**

District: **Irvine Unified School District**  
Bid Deadline: **Friday, May 10, 2019 at 1:00 pm**  
Place of Bid Receipt: **Irvine Unified School District  
Maintenance & Operations Office  
Attn: Joe Hoffman  
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. 18/19-02MO, Unit Cost Pricing for Floor Installation.**

Project documents will be available on April 15, 2019 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 C15**. Any bidder not so licensed at the time of the bid opening will be rejected as nonresponsive.

Questions regarding the bid must be received via e-mail to the attention of Maria Ragas at [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org) by 11:00 am on Monday, April 29, 2019.

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](http://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  
Specialist, Purchasing Contracts

Advertise: Orange County Register; April 14 & April 21, 2019

## 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 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 Agreement will be executed in three (3) original counterparts. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Noncollusion Declaration, Bid 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, Determination Of Limited Contact by Employees of Contractor, Department of Justice, Extract of Public Works Contract Award, Disabled Veteran Business Enterprises Certification, General Conditions, Specifications, 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.

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](mailto:MariaRagas@iusd.org) by Monday, April 29, 2019 at 11:00 am.** 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. The DISTRICT will determine low bid by the 'base bid' which will be the '*Grand Total*'. 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, unless waived by the DISTRICT. 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 of **Five Hundred Dollars (\$500.00)** 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. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

30. 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.

31. Each Bidder shall comply with Senate Bill 854 ("SB854") including, but limited to, registration with California Department of Industrial Relations ("DIR"). The DIR's website is <http://www.dir.ca.gov>. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney. Copies of the wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: [www.dir.ca.gov](http://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 this bid

32. The number of executed copies of the Agreement will be required is **One (1)**.

33. The bidder shall comply with all Federal, State and Local required mechanical inspection and preventive maintenance schedules. 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 Security, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, scope of work, 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. 18/19-02MO, Unit Cost Pricing for Floor Installation**

all in strict conformity with the Project Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the DISTRICT for the sum of **(award for Base Bid will be the 'Grand Total' from Appendix A – Specifications [Bid Forms, Page 72])**

\_\_\_\_\_ 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 initial term of the Agreement is July 1, 2019 through June 30, 2020. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. The required bid security is attached.

6. 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.

7. 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.

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

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9. 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).

10. 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.

11. 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.

12. 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.

13. 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)

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

15. 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.

16. 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 \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President  
Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary  
[Seal]

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<sup>1</sup> 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 'GRAND TOTAL' FROM PAGE 1 OF THE BID FORM** 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. 18/19-02MO, Unit Cost Pricing for Floor Installation.**

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 any one 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 \_\_\_\_\_, 2019, 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. 18/19-02MO, Unit Cost Pricing for Floor Installation** 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 Security, 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, 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, Determination Of Limited Contact by Employees of Contractor, Department of Justice, 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, Scope of Work, 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. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum NOT TO EXCEED \_\_\_\_\_, purchase orders to be processed as work is scheduled throughout the year with each requiring bonding and insurance per the contract.

4. The initial term of the Agreement is July 1, 2019 through June 30, 2020. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. The work shall be commenced as specified. The DISTRICT reserves the right in its sole discretion to utilize other floor installation contractors for work required by the DISTRICT.

6. **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.

7. 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.

8. 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.

9. 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, unless waived by the DISTRICT. 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

10. 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.

11. 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.

12. 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.

13. 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 \_\_\_\_\_ (hereinafter referred to as the "Contractor/Principal") a contract for the work described as **Bid No. 18/19-02MO, Unit Cost Pricing for Floor Installation;**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

(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 \_\_\_\_\_, (hereinafter referred to as the "Contractor/Principal") the contract for the work described as **Bid No. 18/19-02MO, Unit Cost Pricing for Floor Installation;**

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

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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

SAMPLE

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

Per Article 69 of the General Conditions.

**Certification for** \_\_\_\_\_ from \_\_\_\_\_ through \_\_\_\_\_. 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 \_\_\_\_\_ 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, corcidolite, 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 free school district, **no tobacco products** may be used on district property.
2. The District reserves the right in its sole discretion to utilize other floor installation contractors for work required by the District.
3. 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.
4. No pets are allowed on district property.
5. Anyone not directly involved in the scope of work shall not be on the job site.
6. No music, i.e. radios, cassettes, CD's, or headphones, etc.
7. 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.)
8. 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.
9. Fraternalization or other contact with students is strictly forbidden.
10. The contractor shall supply prior to the start of work the following:
  - a. Proof of Workman's Compensation Insurance.
  - b. Liability Insurance in an amount not less than one million dollars each occurrence; two million dollars aggregate. A Certificate of Insurance listing Irvine Unified School District as the Certificate Holder. Also, a separate page for the Additional Insured Endorsement listing Irvine Unified School District as additional insured.
11. 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.

12. 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.
13. Any contractor that loses site keys may be billed for the full cost of rekeying the site.
14. The contractor will only make changes at the request of the Construction or Maintenance Departments Director, Supervisor, Foreman, or Inspector.
15. 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.
16. 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.
17. Any items issued to the contractor (keys, badges, alarm cards, etc.) shall be returned prior to final payment.
18. Any project over \$15,000.00 is a prevailing wage project. Labor Code Section 1770-1771. ([www.dir.ca.gov](http://www.dir.ca.gov)). SB854 requires contractor to be registered with the Department of Industrial Relations.
19. Firearms or weapons of any type are strictly prohibited on school district property.
20. Contractor to provide payment bond for projects over \$25,000.
21. Contractor to provide performance bond for projects over \$25,000.
22. 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 in \_\_\_\_\_ from \_\_\_\_\_ through \_\_\_\_\_, 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 \_\_\_\_\_ years 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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
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

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

**CHANGE ORDER NO.**

(Additive)

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: \_\_\_\_\_

\_\_\_\_\_

COST (This cost shall not be exceeded.):

Original contract price: \$ \_\_\_\_\_  
Change Order amount: \$ \_\_\_\_\_  
New contract price: \$ \_\_\_\_\_

TIME FOR COMPLETION:

Original completion date: \_\_\_\_\_  
Time for completion of  
Change Order: \_\_\_\_\_  
New completion date: \_\_\_\_\_

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this 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 this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DISTRICT

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ARCHITECT

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CHANGE ORDER NO.**

(Deductive)

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: \_\_\_\_\_

\_\_\_\_\_

COST (This cost shall be deleted.):

Original contract price: \$ \_\_\_\_\_  
Change Order amount: \$ \_\_\_\_\_  
New contract price: \$ \_\_\_\_\_

TIME FOR COMPLETION:

Original completion date: \_\_\_\_\_  
Time for completion of  
Change Order: \_\_\_\_\_  
New completion date: \_\_\_\_\_

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)



This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DISTRICT

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ARCHITECT

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DISTRICT USE ONLY**

**DETERMINATION OF LIMITED CONTACT  
BY EMPLOYEES OF CONTRACTOR**

Pursuant to Education Code section 45125.1, it is necessary to determine whether the employees of a contractor will have limited contact with students of the District. Section 42125.1 includes factors such as the length of time the contractor will be on school grounds, whether the students will be in close proximity on the school site where the contractors will be working and whether the contractors will be working by themselves or with others. In addition, the District should include the factors of frequency of contact with students, likelihood of contact with students, supervision by school employees and the physical characteristics of the school site.

With respect to \_\_\_\_\_, the following findings are made:  
Name of Contractor

1. Length of time – The contractor's employees will be at the school site for approximately \_\_\_\_\_ amount of time.
2. Proximity to students – The contractor’s employees will be working approximately \_\_\_\_\_ distance from students.  
i.e., number of feet, yards
3. Working by themselves or others – The employees of the contractor will be working with \_\_\_\_\_ other employees.  
Number
4. Frequency of contact with students – Based on the nature of the contract, the employees of the contractor will be in contact with students of the District approximately \_\_\_\_\_.  
Number of times per day, week or month
5. Likelihood of contact with students – Due to the nature of the contract, employees of the contractor will \_\_\_\_\_ have contact with students.  
e.g., very likely, not likely
6. Supervision by school employees –  
  
\_\_\_\_\_ Due to the nature of the contract, employees of the contractor will be supervised by school employees in the following manner: \_\_\_\_\_  
\_\_\_\_\_ or, \_\_\_\_\_ Describe  
  
\_\_\_\_\_ Due to the nature of the contract, employees of the contractor will not be supervised by school employees.

7. Physical characteristics of the school site – Due to the physical characteristics of the school site, the nature of the contract and the location of work:

\_\_\_\_\_ There will be more than limited contact and a fingerprint check will be necessary.

\_\_\_\_\_ There will only be limited contact and a fingerprint check is not necessary.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type name and title



**RE: CONTRACTORS FOR PUBLIC AND PRIVATE SCHOOLS**

Dear Interested Party:

In accordance with California Penal Code Section 11077, "The Attorney General is responsible for the security of criminal offender record information."

In accordance with California Education Code Sections 33 192 and 45 125.1, a school district or private school may require an entity that has an **existing contract** with a district or private school to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions;

- 1) access is granted **only** to the primary contractor (there is no authority for subcontractors to gain direct access to DOJ records),
- 2) services provided under contract must be performed on school grounds,
- 3) the entity must have a contract (entities in the bid process are not authorized),
- 4) completed applications for authorization must have original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

**CONSTRUCTION CONTRACTORS**  
33 193 AND 45 125.2 EDUCATION CODE

In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees. under the following conditions:

1. The installation of a physical barrier at the worksite to limit contact with pupils.

2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony.
3. Surveillance of employees of the entity by school personnel.

Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above-mentioned conditions exist.

If you have any questions, please call (916) 227-3460.

Sincerely,



GEORGE RENFROE, Manager  
Communications Administration Program  
Bureau of Criminal Information & Analysis

For BILL LOCKYER  
Attorney General

Enclosures

P.O. Box 903417  
SACRAMENTO, CA 94203-4170



*DEPARTMENT OF JUSTICE*

**REQUEST FOR AUTHORIZATION TO RECEIVE STATE SUMMARY CRIMINAL HISTORY  
INFORMATION - CONTRACT EMPLOYEE FOR PUBLIC/PRIVATE SCHOOLS**

Name of Contractor \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_

In accordance with California Education Code Section 45 125.1, a school district may require an entity that has an **existing contract** with a school district to obtain a criminal history clearance. In keeping with the restrictions and requirements set forth in California law, the following are guidelines and restrictions:

On behalf of the **company** named above, I hereby acknowledge and agree to the following:

1. The information provided by the Department of Justice (DOJ) to this agency is confidential and shall not be disseminated to any other person or agency not authorized by law (11105 PC). A violation of this section is a misdemeanor (11142 PC).
2. Your agency shall notify the DOJ with regard to any change in agency name, address, telephone number or contact person.
3. Fingerprints received will be retained by the DOJ per 11105.2 PC until notified that the affected individual is no longer employed.
4. Access is granted **ONLY** to the primary contractor (there is NO authority for **subcontractors** to gain direct access to DOJ records).
5. Services provided under contract must be performed on school grounds.
6. The entity must have a contract (entities in the bid process are not authorized).
7. Original signatures only (no photocopied signatures or faxed forms will be accepted or processed).

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**PLEASE PROVIDE A SIGNATURE FROM EACH DISTRICT VERIFYING THAT A BACKGROUND CHECK HAS BEEN REQUIRED OF YOUR COMPANY. (You may attach additional letters or signatures as necessary).**

School District/County Office of Education

Background Check Requirement Verification: 1. \_\_\_\_\_  
Name of Contracting School District

2. \_\_\_\_\_  
Signature of School Official

3. \_\_\_\_\_  
Phone and Fax Number

In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exemptions from backgrounding all employees under the following conditions:

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony.
3. Surveillance of employees of the entity by school personnel.

**Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above-mentioned conditions exist.**

---

**For Department of Justice use only**

Your request to receive state summary criminal history information pursuant to the Michelle Montoya School Safety Act is approved. Information regarding procedural requirements is enclosed or will be forwarded under separate cover.

---

**George Renfroe, Manager**  
Communications Administration Program  
**Bureau of Criminal Information & Analysis**

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DATE

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**STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS**

TO: California Department of Industrial Relations  
 Division of Apprenticeship Standards  
 P.O. Box 420603  
 San Francisco, CA 94142

AWARDING AGENCY ID NUMBER

FROM:

If you do not have an ID number please contact DAS

**EXTRACT OF  
PUBLIC WORKS CONTRACT AWARD**

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

1. NAME OF GENERAL CONTRACTOR			2. CONTRACTOR'S LICENSE NO	
3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX)			4. CITY	
			5. ZIP CODE	6. TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS			8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY):	
9. NAME OF PROJECT			Ba. County	
10. CONTRACT NUMBER	11. PROJECT NUMBER		12. DOLLAR AMOUNT OF CONTRACT AWARD	
13. FIRST ADVERTISED BID DATE MONTH DAY YEAR		14. CONTRACT AWARD DATE MONTH DAY YEAR		12a. ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions)
15. WHICH STATUTE, IF ANY, APPLIES TO THIS PROJECT?				
16. STATE CONSTRUCTION BONDS If YES, List the Sources and Dollar Amount of Bond Proceeds: SOURCES			17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT?	
			18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to <a href="mailto:cmu@dir.ca.gov">cmu@dir.ca.gov</a>	
19. STARTING DATE (ESTIMATED OR ACTUAL)			20. COMPLETION DATE (ESTIMATED OR ACTUAL)	
			(MM/DD/YYYY)	
21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED			22.	
			NEW CONSTRUCTION REMODELING ALTERATION, DEMOLITION, REPAIR OR MAINTENANCE	
23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)				
Please list sub-contractors and their worker classifications on page 2				
24. Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code? YES NO				
25. SIGNATURE		26. TITLE		27. DATE
28. PRINTED OR TYPED NAME		29. E-MAIL ADDRESS		30. TELEPHONE NUMBERS
If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU responsibilities.				
31. NAME		32. TITLE		33. E-MAIL ADDRESS
				34. TELEPHONE NUMBER

Duplication of this form is permissible





**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

# SAMPLE

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER  NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<b>MANDATORY REQUIREMENTS</b>	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>REQUIRED IF APPLICABLE TO SERVICE</b>	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<b>REQUIRED UNLESS REDUCED/EXCLUDED</b>	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	<b>REQUIRED UNLESS REDUCED/EXCLUDED</b>	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		<b>OTHER</b> Professional Liability and/or Sexual Abuse/Molestation	<b>MAY BE REQUIRED</b>	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

<b>CERTIFICATE HOLDER</b>  Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
--	---

## ENDORSEMENT

### ADDITIONAL COVERED PARTY

**COVERED PARTY**

(INSERT INSURED NAME)

**COVERAGE DOCUMENT**

(INSERT POLICY NUMBER)

**ADMINISTRATOR**

(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

**Additional Covered Party:**

Irvine Unified School District  
5050 Barranca Parkway  
Irvine, California 92604

**Description of Activities:**

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature  
MUST APPEAR ON THE ENDORSEMENT PAGE

# SAMPLE



# Irvine Unified School District Insurance Requirements

**All insurers must be duly licensed and admitted by the State of California**

**Mandatory Requirements (unless District reduces or excludes coverage requirements)**

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
2. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.

**Minimum Limits (if required by District)**

1. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

**Additional Insured Endorsement Language**

"Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

See sample certificate on the Irvine Unified School District website at [www.iusd.org](http://www.iusd.org).

**Additional Required Documents**

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section may be emailed or faxed to Risk Management & Insurance. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

Questions may be directed to Risk Management & Insurance at [Insurance@iusd.org](mailto:Insurance@iusd.org).

Email: [Insurance@iusd.org](mailto:Insurance@iusd.org)

Fax: (949) 936-5019

Revised: September 2016

## **APPENDIX A**

### **Specifications**



IRVINE UNIFIED SCHOOL DISTRICT

# CARPET INSTALLATION AND ANCILLARY FLOORING ITEMS

To include: Carpet Installation, Resilient Flooring and Concrete Coatings.

**APPENDIX A**  
**BID SPECIFICATIONS/DRAWINGS**

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# BID INFORMATION AND PROJECT PAGE

Chapter

1

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## CHAPTER ONE COMPONENTS

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- ☞ Bid Information Sheet
- ☞ Color Clarification Sheet

## **BID INFORMATION SHEET**

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- I. Bid Deadline: **May 10, 2019 at 1:00 pm.** Bids shall be delivered to Maintenance & Operations, Irvine Unified School District, 100 Nightmist, Irvine, CA 92618.
- II. Location: Irvine Unified School District, 100 Nightmist, Irvine, CA 92618
  - A. District Contact: Joe Hoffman, Director. (949) 936-5300
- III. Description of the project
  - A. The District is seeking proposals for the removal and replacement of existing floor covering, in addition to securing VCT, sheet vinyl, wallbase for a complete floor covering installation. See Appendix A for full description of materials, preparation, installation requirements and District provided products.
  - B. Work hours are **to be specified by the District.**
  - C. Hera / As Builds reports
- IV. Rough Idea (walk-off) Matting (owner supplied)
  - A. Owner Supplied.
  - B. Delivered to the contractor and/or contractor to will call in City of Industry, California.
  - C. Single standard door entryway will have a 6' x 6' installation area.
  - D. Double door entryway will have a 8' x 6' installation area.
- V. Carpet Material (owner supplied)
  - A. Owner Supplied.
  - B. Yardage provided by the contractor.
  - C. Delivered to the contractor and/or will called in City of Industry California.
- VI. Basis of Award – The District intends to award a contract with an initial one (1) year term with up to four (4) one (1) year extensions, not to exceed a total of five (5) years, to the Contractor offering the lowest responsive and responsible bid, meeting District specifications.
- VII. References to “Owner” and “District” shall be the Irvine Unified School District.

## **COLOR CLARIFICATION SHEET**

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- I. Soft surface flooring – PVC Free EliteFlex 6 ft cushion rolled goods, or Carpet Tile – “California Blue” with Antron yarn fibers.
- II. VCT (Vinyl Composition Tile) to be selected from the tile line specified.
- III. PVC Free “Rough Idea” Integrated Mat System – color Framework
- IV. 4' Burke Rubber Wall Base – Black
- V. Johnsonite “Slim Line Non-Impact Transition Piece” – Black
- VI. Sheet vinyl 6' roll goods – To be selected from the tile line specified.
  - A. All sheet vinyl is to have heat welded seams and metal cove caps.
  - B. Cove stick is to be used on all installations where material is to be coved.

# SUPPLEMENTAL LABOR CONDITIONS

## Chapter

# 2

- I. Carpet material is to be PVC Free EliteFlex 6 ft cushion rolled goods, or Carpet Tile – “California Blue” with Antron yarn fibers.”
- II. Carpet material and PVC Free “Rough Idea” integrated matting is to be supplied by the owner (school district).
- III. Bidding contractors will be responsible for:
  - A. All other items needed for a completed job shall be provided by the contractor such as wall base, reducers, floor sundries, patching material, etc.
  - B. Plan take-off, proper estimates for yardage, material, and labor needed to complete job. Contractor will be held responsible to the original estimate.
  - C. Seam diagrams for all applications except 12’ x 12’ VAT tile.
  - D. Supplying all materials with the exception of the carpet material and PVC Free “Rough Idea” integrated matting system.
  - E. Contractor is required to be certified by Bentley for the installation of EliteFlex backing systems. Every installer on the job must carry a current certification card indicating his or her personal name. Also, the contractor must have a letter from Bentley stating that the award winning flooring contractor meets all certification requirements. This letter must be part of the bid submittal package. Refer to CPI for certification process and accountability: (714) 716-1667 / email: [jack@catalinaproducts.international](mailto:jack@catalinaproducts.international)
  - F. Contractor will be required to receive owner supplied materials at the contractor’s warehouse 6-8 weeks prior to the scheduled installation date. Contractor must have adequate warehouse and storage facilities.
  - G. Contractor must provide warehouse facilities that are adequate to store carpet and matting material. Warehouse facilities must be insured and bonded. Certification will be required showing that the carpet material is insured for 100% of its value. Contractor must supply insurance for all district owned stored material.
  - H. The contractor will be responsible for all flooring sundries and floor preparation materials.
  - I. The contractor will be responsible for all flooring preparation labor. Contractor’s price is to include two (2) man-hours per hundred square yards for floor prep.
  - J. The contractor will be responsible for all proper equipment to receive and deliver material to the job sites.

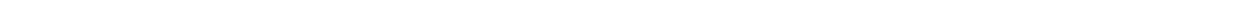
- K. The contractor will be responsible for all deliveries of all district owned and contractor stored materials to all job sites. This includes all projects designated within the bid document.
  - L. The contractor will be responsible for insuring the district owned material when delivering and transporting goods.
  - M. The contractor will be responsible for all wall base material and installation.
  - N. The contractor will be responsible for providing reducers/transition materials that utilize an aluminum track and snap down system.
  - O. The contractor will be responsible for following the manufacturer's installation instructions exactly for all materials utilized.
- IV. Carpet material will have varying dye lots based on project size.
  - V. Carpet material will be installed over several different substrates to include: wood, VAT, and concrete. Contractors will be responsible for contacting the manufacturer for the correct installation specifications for each substrate application.
  - VI. If applicable, contractor will be responsible for the removal and disposal of existing carpet where new carpet will be installed.
  - VII. Labor force to manage 7,000 sq. ft. of new flooring installation daily.
  - VIII. In addition to receiving and storing district supplied materials the contractor may be required to pick up owner supplied materials at designated loading docks in City of Industry, California.
  - IX. Contractor will be responsible for storing all owner supplied material for the term of the contract at no charge to the District. All carpet overages or waste exceeding the size of 6' x 10' shall be labeled and stored by the contractor. Remaining materials will be delivered to the District when requested or at termination of contract.
  - X. All warranties must be submitted with payment requests in order to process payment. Warranties shall indicate site, location, room number, purchase order number, contract number, and date of installation.
  - XI. Contractor shall be responsible for the labor and warranty it for ten (10) years non-prorated. The ten (10) year labor warranty is to read as follows: contractor has been responsible for the application of materials, materials have been installed per manufacturer specifications and they meet the integrity level set forth by the manufacturer. This includes proper application of wall base, thresholding, carpet, sheet vinyl, VCT, and any other flooring materials contracted.
  - XII. Contractor is responsible for identifying any inherent abnormalities relating to manufacturer supplied products such as carpet, tile, adhesive, etc. The District must be notified prior to installation in the case where materials may compromise the proper application of flooring.
  - XIII. Contractor shall ensure that wall base, thresholding, and carpet applications are installed correctly per plan specifications and manufacturer's recommendations.

- XIV. The District may require concrete vapor emission testing. Contractor will utilize calcium chloride tests. The cost of calcium chloride tests shall not exceed \$40.00 per test. Each test must include pH results.
- XV. Contractor will give a minimum of three (3) days notice prior to any installation schedule changes.
- XVI. No change orders or additional payments will be considered without prior consent from authorized District personnel.

# FLOORING SPECIFICATIONS

Chapter

3



**Carpet Specification for  
California Blue / EliteFlex - 6 Ft Wide Cushion - Sheet Goods  
(PE Code: AL/CPI)**

PART TWO PRODUCTS

2.1 MATERIALS – CARPET – SHEET GOODS – 6 FT WIDE CUSHION

**2.1.1 Carpet:** Throughout this contract shall be of the same type and manufacture. Carpeting shall be:

**2.1.1.1 Yarn:** 100% first quality, Type 6,6 Nylon, bulk continuous filament (BCF) offering a construction and performance standards testing program by fiber producer. Hollow filament fiber shape for optimum soil hiding capability. Modification Ratio of <1.5. Fiber identification to AATCC 20. No substitutions.

**2.1.1.2 Static Control:** By permanent means (i.e. antistatic filaments) and without chemical treatment. Static generation  $\leq 3.5$  kilovolts using AATCC 134 [Electrostatic Propensity (Step)].

**2.1.1.3 Construction:** Tufted Loop Pile

**2.1.1.4 Dye Method:** Solution Dyed Antron® Lumena™

**2.1.1.5 Pile Weight:** 14 oz/yd<sup>2</sup>, ASTM D5848

**2.1.1.6 Total Weight:** 81 oz/yd<sup>2</sup>

**2.1.1.7 Total Thickness:** 0.320 in

**2.1.1.8 Stitches per inch:** 11.0

**2.1.1.9 Machine Gauge:** 1/12 in

**2.1.1.10 Primary Backing:** 100% woven or non-woven synthetic

**2.1.1.11 Secondary Backing:** High Density Polyethylene (LDPE) with 24 Lb Polyurethane Cushion. No PVC

**2.1.1.12 Product Width:** 6 Feet

**2.1.1.13 Resistance to Delamination:** ASTM D3936 test method: minimum 3.5 lbs/inch

**2.1.1.14 Tuft Bind:** ASTM D1335 test method: 3 lbs-force minimum cut pile, 8 lbs-force minimum loop pile tile.

**2.1.1.15 Flammability: Critical Radiant Flux:** ASTM E648 (NFPA 253) Must meet Class I.  $\geq 0.45$  watts/cm<sup>2</sup> (verify Federal, State or Local requirements)

**2.1.1.16 Smoke Density:** ASTM E662, < 450 Dm Corr in flaming mode (verify Federal, State or Local requirements)



**Carpet Specification for  
California Blue / EliteFlex - 6 Ft Wide Cushion - Sheet Goods  
(PE Code: AL/CPI)**

**2.1.1.17 Federal Flammability standard:** CPSC FF1-70 (Methenamine Pill test, ASTM D2859 test method). Must pass.

**2.1.1.18 Colorfastness to Light:** AATCC 16 option 3 to 160 AFU; minimum rating of 4 using AATCC Gray Scale for Color Change.

**2.1.1.19 Colorfastness to crocking:** AATCC 165, minimum rating of 4 both wet and dry using the AATCC Chromatic Transference Scale.

**2.1.1.20 Stain Resistance:** AATCC 171 (HWE) for 2 cleanings to simulate removal of topical treatments by hot water extraction, followed by AATCC 175 Stain Resistance test; minimum rating of 8 using AATCC Red 40 Stain Scale

**2.1.1.21 Soil Resistance:** XTERA® Soil resistant treatment heat applied by mill.

**2.1.1.22 Moisture Resistance:** Must pass AATCC 205, Carpet: Liquid Penetration by Spillage.

**2.1.1.23 Appearance Retention:** Texture Appearance Retention Rating (TARR) of **3.5 for Severe Traffic**. ASTM D5252, Hexapod Tumble Drum Test, 12,000 cycles with 8.4 lb commercial heavy ball, and ASTM D7330 Assessment of Surface Change

**2.1.1.24 Indoor Air Quality** -Must pass CRI Green Label Plus certification.

**2.1.1.25 Recycling:**

New Carpet: Carpet must be eligible for recycling by the supplying mill or fiber producer to an existing operational third party certified recycling center; submit program parameters. Landfills are not an option

Used Carpet: Remove carpet and recycle regardless of manufacturer, fiber type or construction. Landfills are not an option.

**2.1.1.26 Manufacturing:** All products must be made in a LEED Gold manufacturing facility.

**2.1.1.27 Technical Specifications:**

- Carpet material to be free of polyvinylchloride-PVC composites
- Cushion material shell represent no less than 24 pound density
- Carpet Material to integrate a stabilizing sheet in regard to dimensional stability
- Manufacturing preference-California

2.1.1.28

**Approved Style:** California Blue

2.1.1.29

**Contact Information:**

Product Costing / Specifications / Installation Instructions

Contact: Catalina Products International LLC

Phone# (714) 716-1667

Email: [yolanda@catalinaproducts.international](mailto:yolanda@catalinaproducts.international)

## **COMMERCIAL VINYL COMPOSITION TILE**

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### **Arteffect, Excelon<sup>1</sup> and Standard Excelon<sup>2</sup> or Equal**

1.01 GAUGE: 1/8 / 0.125 (3.2 mm)

2.01 TILE SIZE: 12 x 12

3.01 USE: Commercial

4.01 INSTALLATION LOCATION: All grade levels

5.01 SYSTEM: Vinyl Composition Tile

#### 6.01 FEATURE STRIPS

- A. 1
- B. 2
- C. 6 x 24

#### 7.01 ADHESIVE

- A. S-89
- B. S-515
- C. S-700
- D. S-750

#### 8.01 SPECIAL PRECAUTIONS AND RECOMMENDATIONS

- A. Refer to the Vinyl Composition Tile Installation System in Section V for complete installation recommendations.
  - B. For best overall visual, install STONETEX, and ARTEFFECTS with directional arrows pointing in the same direction.
  - C. Do not install over existing below-grade tile.
  - D. Use only S-515 or S-750 over existing resilient flooring.
  - E. Armstrong Commercial Flooring is used in many applications where it is subjected to heavy concentrated static and dynamic loads.
  - F. For questions regarding product suitability and detailed instructions for floor preparation and installation in these type of applications, please contact Armstrong.
    - 1. Companion Square, Feature Tile/Feature Strips, and Stonetex
    - 2. Imperial Texture and MultiColor
-

## **COMMERCIAL SAFETY SHEET FLOORING**

**Altro Symphonia  
Commercial Smooth Sheet Vinyl Flooring  
SECTION 09 65 16.23  
RESILIENT SHEET FLOORING  
(Commercial Smooth Sheet Vinyl Flooring)**

**(PE CODE: AL/CPI)**

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: This section includes labor, materials and other services necessary to complete resilient sheet flooring and accessories work. Conform with requirements of all Sections of Division 1, General Requirements, as it applies to the work of this Section.
- B. Related Sections:
  - 1. Section 03300 - Cast-in-Place Concrete: Concrete finishing.
  - 2. Section 06100 - Rough Carpentry: Plywood floor sheathing.
  - 3. Division 7 - Thermal and Moisture Protection.
  - 4. Division 15 - Mechanical.

1.02 REFERENCES

- A. **ASTM D 2047**, Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- B. **ASTM E 648/NFPA 253**, Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
- C. **ASTM E662**, Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- D. **ASTM F710**, Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- E. **ASTM F 970**, Standard Test Method for Static Load Limit.
- F. **ASTM F1482**, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring.
- G. **ASTM F1303**, Standard Specification for Sheet Vinyl Floor Covering with Backing.
- H. **ASTM F2170**, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
- I. (RFCI) Resilient Floor Covering Institute
  - 1. RFCI Standard Slab Moisture Test Method (Calcium Chloride Method)

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's current printed product literature, specifications, installation instructions, and field reports in accordance with Section 01330 - Submittal Procedures.
- B. Shop Drawings: Submit shop drawings to indicate materials, details, and accessories in accordance with Section 01330 - Submittal Procedures including but limited to the following:
  - 1. Submit a cut diagram indicating seam locations and roll direction. Use mitered seam layouts for corners when changing directions 180 degrees (e.g. when running material down corridors which bisect at a right angle), unless approved otherwise.

## COMMERCIAL SAFETY SHEET FLOORING

- C. Samples: Submit duplicate 12" x 12" (300 mm x 300 mm) sample pieces of sheet material, 12" (300 mm) long [gully edge] [cap strip] [joint cover strip] [cove former] in accordance with Section 01330 - Submittal Procedures.
- D. Closeout Submittals: Submit the following:
1. Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals Section. Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.

### 1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
1. Training: Installer who has attended an Altro flooring installation training clinic.
- B. Regulatory Requirements: Provide sheet vinyl flooring in compliance with the following:
1. Americans with Disabilities Act Architectural Guidelines (ADAAG).
  2. Occupational Safety & Health Administration (OSHA).
- C. Mock-ups: Install at project site a job mock-up using acceptable products and manufacturer approved installation methods, including concrete substrate testing.
1. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
  2. Incorporation: Mock-up may be incorporated into final construction upon Owner's approval.
- D. Pre-installation Meeting: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, manufacturer's warranty requirements, and installer qualifications.

### 1.05 SITE CONDITIONS

- A. Temperature Requirements: If storage temperature is below 65F (18C) or the floor temperature is below 50F (10C), the Altro safety flooring product must be moved to a warmer place and allowed to reach this temperature before unrolling or installation. For further information, refer to current Altro Installation Practices and Quick Facts.
- B. Maintain air temperature and structural base temperature at flooring installation area between 68F (20C) and 80F (26C) for 48 hours before, during and 24 hours after installation.

### 1.06 WARRANTY

- A. Warranty period for Altro Symphonia shall be 10 years commencing on date of substantial completion. Refer to conditions of the contract for project warranty provisions.

### 1.07 BACKING

- A. Altro Symphonia uses non-woven polyester/cellulose, glass fiber reinforcement.

## PART 2 PRODUCTS

### 2.01 FLOORING

- A. Sheet Vinyl Manufacturer: Symphonia by Altro. Contact: Catalina Products International (714) 716-1667 / email: [yolanda@catalinaproducts.international](mailto:yolanda@catalinaproducts.international)
- B. Acceptable material: Altro Symphonia (measurements and product weights given below are approximate):  
Slip Resistance ASTM 2047 >.6 dry >.7 w

## COMMERCIAL SAFETY SHEET FLOORING

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### COLORS

1. **Iceberg PH2003:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
2. **Crystal PH2007:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
3. **Vapor PH2004:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg); .
4. **Squall PH2011 :** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
5. **Frozen PH2008:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
6. **Flurry PH2012:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
7. **Swordfish PH2037:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
8. **Coyote PH2015:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
9. **Manatee PH2016:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
10. **Sable PH2030:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
11. **Bubblegum PH2036:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
12. **Chipmunk PH2020:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
13. **Koala PH2019:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
14. **Tulip PH2032:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
15. **Raisin PH2040:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg); .
16. **Shore PH2005:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
17. **Rye PH2002:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
18. **Pony PH2001:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
19. **Caribou PH2009:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
20. **Falcon PH2006:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
21. **Quail PH2010:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
22. **Colt PH2013:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
23. **Pine Cone PH2014:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
24. **Foal PH2017:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
25. **Clementine PH2024:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
26. **Saffron PH2028:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
27. **Magma PH2018:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);

## COMMERCIAL SAFETY SHEET FLOORING

28. **Geyser PH2021:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
29. **Tidepool PH2022:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
30. **Whirlpool PH2029:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
31. **Wildflower PH2026:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
32. **Lakeside PH2025:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg);
33. **Brook PH2038:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
34. **Gulf PH2034:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
35. **Cantaloupe PH2023:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
36. **Margarita PH2035:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
37. **Primrose PH2039:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
38. **Clover PH2027:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
39. **Caterpillar PH2031:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
40. **Porpoise PH2033:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).
41. **Owl PH2041:** Thickness: 0.08" (2 mm); Roll Width: 6' 7" (2 m); Roll Length: 66' (20 m); Roll Weight: 225 lb (102 kg).

### 2.02 ACCESSORIES

- A. **Vinyl welding rod:** Acceptable material:
  1. Altro weld rod
- B. **Cove former:** Acceptable material, sized to suit application:
  1. Altro Cove former [20R - 24 mm (1") radius] [38R - 45 mm (1.75") radius].
- C. **Gulley edge:** Acceptable material, vinyl, sized to suit application:
  1. Altro Gulley Edge [GA 35/25] [GE 35RE] [GE 25RE].
- D. **Cap strip:** Acceptable material, sized to suit application, [Vinyl] [stainless steel]:
  1. Altro Cap Strip [C4] [C7] [C8] [C11].
- E. **Subfloor Filler and Leveler:** Use only gray Portland cement-based "moisture tolerant" underlayments, and patching compounds. Use for filling cracks, holes or leveling. White gypsum materials are not acceptable.
- F. **Metal edge strips:**
  1. Aluminum extruded, smooth, [mill finish] stainless steel with lip to extend over flooring.
- G. **Adhesives**
  1. Ecofix 20- Hard set for heavy rolling loads
  2. Ecofix 25- Acrylic general adhesive
  3. Altrofix 30- 2 part polyurethane for areas prone to moisture
  4. Altrofix 31- 2 part polyurethane fast set adhesive



**CSI Specifications  
Altro Symphonia™**

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog, installation instructions.
- B. Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.

**3.02 PREPARATION**

- A. Flooring shall be installed over subfloors conforming to ASTM F710 for concrete and other monolithic floors or ASTM F1482 for wood subfloors.
- B. Always conduct moisture tests per ASTM F-2170 on all concrete slabs regardless of age or grade level. ASTM F-2170 Relative Humidity (IRH) test results must not exceed 90%.
- C. Do not proceed with work until results of moisture condition tests are acceptable.
- D. When patching, a moisture tolerant patching compound must always be used.

**3.03 INSTALLATION**

- A. Symphonia Installation: Install Altro flooring in accordance with the current posted Altro Installation Practices and Quick Facts Guide. All Seams shall be heat welded with Altro Weldrod™ only. Failure to install Altro flooring in accordance with recommended procedures will void the Altro Limited Product Warranty.
- B. Coved Installation: Where Altro flooring is coved up wall surfaces and other abutments, installation shall be in accordance with Altro flooring Installation Practices using the following accessories:
  - 1. At standard wall finishes: Use Altro C7 vinyl cap strip to accommodate sheet vinyl to a height as indicated.
  - 2. At ceramic tile, Altro Whiterock semi-rigid wall cladding or FRP paneling: Use Altro C8 Vinyl Captile Strip or C4 cap, respectively.
  - 3. At 0.75" (19.1 mm) radius coving at juncture of vertical and horizontal surfaces: Use Altro Vinyl Cove Former 20R.
  - 4. At 1.5" (38 mm) radius coving at juncture of vertical and horizontal surfaces: Use Altro Vinyl Cove Former 38R.
  - 5. Top set cove base: Install in accordance with manufacturer's instructions.

**3.04 CLEANING**

**Specifier Note: Altro flooring is unaffected by surface water and most chemicals which do not have a solvent action on vinyl. Certain organic solvents and chemicals, including asphalt, can cause staining. Acids and dyes may affect the color, which should be selected accordingly. Contact Altro for information about the effect of chemicals on Altro flooring.**

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas.
  - 1. Repair or replace damaged installed products.
  - 2. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.
- B. Protection:
  - 1. Sweep or vacuum all construction debris and dust first, then clean the flooring with Altro Clean 44 using an auto scrubber.





**CSI Specifications  
Altro Symphonia™**

3.05 PROTECTION

- A. Cover and protect finished installation from damage from other trades using a non-staining, temporary floor protection system, such as a reusable textured plastic sheeting. Symphonia should be covered and protected from all other trades during construction with a suitable non-staining protective covering without taping to the surface of the flooring.

3.06 Contact Information:

Pricing, Technical, Installation and Sampling:  
(714) 716-1667  
Email: [yolanda@catalinaproducts.international](mailto:yolanda@catalinaproducts.international)



----- END OF SECTION -----

## **ALTRO KITCHEN GOODS – CLASSIC 25**

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**Altro Classic 25**  
**Commercial Smooth Sheet Vinyl Flooring**  
**SECTION 09 65 16.23**  
**RESILIENT VINYL SHEET FLOORING**  
**(Commercial Slip Resistant Resilient Sheet Vinyl Flooring)**

**(PE CODE: AL/CPI)**

Altro slip-resistant safety flooring is a modern solution, meeting the highest standards of safety and hygiene: Slip-resistant, even when wet, throughout lifetime of floor, impervious surface, grout-free; coves to wall to prevent dirt accumulation around the perimeter; incorporates Altro Easyclean Technology for improved cleanability. Typical applications include commercial kitchens, walk-in coolers and freezers, bar areas, food prep areas, cafeterias, storage closets and back of house areas. For more information, please call our toll-free number 800-377-5597 or visit our website, [www.altro.com](http://www.altro.com).

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Work Included: Provide labor, materials and equipment necessary to complete the installation of safety resilient sheet vinyl flooring and accessories, including but not limited to the following:
  - 1. Coordination of start date and timeframe.
  - 2. Coordination of substrate preparation.
  - 3. Coordination of moisture and pH testing.
  - 4. Coordination with moisture mitigation if required.
  - 5. Coordination of proper plumbing fixtures for connections with flooring.
  - 6. Floor installation and heat welding of all seams, horizontal and vertical.

## **ALTRO KITCHEN GOODS – CLASSIC 25**

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PART 2 - CONFORM WITH THE REQUIREMENTS OF ALL SECTIONS OF DIVISION 1, GENERAL REQUIREMENTS, AS IT APPLIES TO THE WORK OF THIS SECTION.

B. Related Sections:

1. Section 01.45.00 Testing and Inspection Services
2. Section 02.41.00 Selective Demolition
3. Section 03.00.00 Concrete
4. Section 06.16.00 Rough Carpentry: Underlayment
5. Section 07.26.00 Vapor Retarders
6. Section 15.40.00 Plumbing Fixtures and Equipment

C. References

1. ASTM D2047 Standard Test Method for Static Coefficient of Friction
2. ASTM E648 Standard Test Method of Critical Radiant Flux
3. ASTM E662 Standard Test Method of Specific Optical Density of Smoke
4. ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
5. ASTM F970 Standard Test Method of Static Load Limit
6. ASTM F1482 Standard Guide of Wood Underlayment Products Available
7. ASTM F1303 Standard Specification for Sheet Vinyl Floor Covering with Backing
8. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In Situ Probes.
9. ASTM F 3010 Standard Practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation Systems for Use Under Resilient Floor Coverings
10. DIN 51130 Slip Resistance Test
11. ACI 302.2R-06 Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials)
12. RFCI Recommended Work Practices for Removal of Resilient Floor Covering

2.2 SUBMITTALS

- A. Product Data: Submit manufacturer's current printed product literature, specifications, and installation instructions, including the Altro Wet Area Installation Practices Guide and the Altro Kitchen Detailing Guide.
- B. Shop Drawings: Submit shop drawings indicating materials, details, and accessories including but limited to the following:
1. Floor plans indicating seam locations and roll direction.
  2. Floor plans including notations at each drainage protrusion (drains, cleanouts, grease traps, and similar items) as to the method of connection.
  3. Wall caps and transition to adjacent materials.

## ALTRO KITCHEN GOODS – CLASSIC 25

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- C. LEED Submittals: For projects seeking USGBC LEED certification, submit manufacturer's data for recycled content, adhesives, and FloorScore compliance; include printed statement of VOC content and chemical components.
- D. Samples for Verification: Submit manufacturer's standard-size samples for each product and color specified including connection to drainage.
- E. Operations and Maintenance Data: Submit manufacturer's operation and maintenance data for each installed product.
- F. Warranty: Submit executed copy of manufacturer's standard limited warranty.
- G. Field Quality Control Reports: Submit reports indicating results of moisture testing, substrate preparation procedures and installation methods employed.
- H. Extra Stock Materials: Provide 2 percent extra materials and store where directed, properly packaged and labeled.

### 2.3 QUALITY ASSURANCE

- A. Manufacturer: To the greatest extent practical, provide each type of resilient flooring and accessories by a single manufacturer, including recommended primers, adhesives, sealants, finish accessories, and leveling compounds.
- B. Installer Qualifications: Installer experience in performing work of this section who has specialized in installation of work similar to that required for this project.
  1. Training: Installers who have attended an Altro Installation Clinic or has successfully installed Altro in three previous kitchens.
  2. Awarded flooring contractor must use in-house installers.
  3. Awarded flooring contractor must be able to provide recent Altro references with contacts.
- C. Regulatory Requirements: Provide slip resistant sheet vinyl safety flooring in compliance with the following:
  1. Americans with Disabilities Act Architectural Guidelines (ADAAG)
  2. Occupational Safety and Health Administration (OSHA).
- D. Mock-Ups: Install at project site a job mock-up using acceptable products and manufacturer approved installation methods, including concrete substrate testing.
  1. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
  2. Incorporation: Mock-up may be included into final construction upon Owner's approval.
- E. Pre-Installation Meeting: Convene a pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, manufacturer's warranty requirements, and installer qualifications.

## **ALTRO KITCHEN GOODS – CLASSIC 25**

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- F. Bond Test: Install multiple bond tests using a 3'x3' pieces of material adhered with the appropriate adhesive to verify quality of adhesion. Remove half of each piece after 24 hours, then the other half after 48 hours. To help assess resistance to indentation, place end user equipment onto a sample for 72 hours. Document all results.

### 2.4 DELIVERY, STORAGE, AND HANDLING

- A. Store rolls of sheet goods in a secured upright position. Store materials in dry spaces protected from the weather, with ambient temperatures not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### 2.5 PROJECT CONDITIONS

- A. Comply with manufacturer's requirements for project conditions including the following:
1. Maintain ambient temperatures of 68 deg F (18 deg C) and 80 deg F (26 deg C) in spaces to receive resilient products for 72 hours before installation, during installation and 24 hours after installation.
  2. Maintain the ambient relative humidity between 40 percent and 60 percent during installation.
  3. Allow sufficient time for proper preparation, installation and curing.
  4. Close spaces to traffic during resilient flooring installation until the installer is satisfied the adhesive has set.
  5. Verify permanent HVAC is operational. If temporary heat is required, use electric or indirect heat sources. Do not use kerosene or propane in direct contact with the ambient air.
  6. Verify other finishing operations, including painting, have been completed.
  7. Where demountable partitions and other items are indicated for installation on top of sheet resilient flooring material, install flooring material before these items are to be installed.
  8. Coordinate with plumbing subcontractor that approved surface membrane clamping drainage connections will be used, including but not limited to, surface clamping round drains, surface clamping trench drains, surface clamping floor sinks, surface clamping grease traps, or use of Altro Gulley Angle/Edge, or employment of Altro's Modified Surface Clamping Drain System.
  9. Conform to all pertinent ASTM, ACI and Altro Standards listed in, but not limited to, this specification

### 2.6 WARRANTY

- A. Warranty: Provide manufacturer's standard limited warranty.

## PART 3 - PRODUCTS

### 3.1 MANUFACTURER

- A. Basis-of-Design Manufacturer Altro: Contact: Catalina Products International (714) 716-1667  
email: [yolanda@catalinaproducts.international](mailto:yolanda@catalinaproducts.international)

## **ALTRO KITCHEN GOODS – CLASSIC 25**

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### 3.2 SLIP-RESISTANT RESILIENT SHEET FLOORING

- A. Slip-Resistant Resilient Sheet Flooring: Altro Classic 25 by Altro USA, Inc. complying with the following:
1. Wear Layer/Overall Thickness: 2.5 mm (0.10 inches), with non-directional pattern and slip retardant particulate suspended evenly throughout the product thickness.
  2. Roll/Sheet Width: 6 feet 7 inches (2 m).
  3. Backing: non-woven polyester/cellulose, glass fiber reinforcement.
  4. Slip Resistance: ADA compliant, ASTM D 2047 James Machine, SCoF Dry .9 / Wet 1.0 DIN 51130 Ramp Test - R 11
  5. Static Load Limit: ASTM F 970, Standard Test Method for Static Load Limit, Modified – 1000 psi.
  6. Fire Performance: ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I, ASTM E662 Smoke Development.
  7. Sustainable Properties: Phthalate-free, contains rapidly renewable bio-based content, contains 10% post-consumer lead-free recycled glass, product is 100% recyclable, SCS FloorScore Certified, meets CA Section 01350, contributes to LEED credits for recycled content, adhesives, low VOC emitting material.
  8. Colors: [Anvil X2594R11] [Quarry Red x2560R11] [Pewter Grey x2539R11] [Walnut X2586R11] Mushroom X2542R11] [Truffle X2545R11] [Graphite X2546R11] [Blackberry X2547R11] As indicated on the Drawings] [As selected by Architect].
- B. Accessories
1. Vinyl Welding Rod: Acceptable Material
    - a. Altro Weld Rod
  2. Cover Former: Acceptable material, sized to suit application:
    - a. Altro Cove Former [38R -45mm (1.75") radius]
  3. Edging: Acceptable Material, vinyl, sized to suit application:
    - a. Altro Gulley Edge [GA 35/25] [GE 35RE][GE25RE] [Visedge VR]
  4. Cap Strip: Acceptable material, sized to suit application: [vinyl] [stainless steel]
    - a. Altro Cap Strip [C4][C7][C8][C11]
  5. Subfloor Filler and Leveler: Use only gray Portland cement-based "moisture tolerant" underlayments, and patching compounds. Use for filling cracks, holes, or leveling. White gypsum materials may not be acceptable.
  6. Stainless Steel Corner Guard:
    - a. 3" height
    - b. 5" height
  7. Stainless Steel Deflector Plate: for use under stove equipment not fitted with such.
    - a. 22"x22"

## **ALTRO KITCHEN GOODS – CLASSIC 25**

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### C. Installation Materials:

1. Leveling and Patching Compounds: Latex-modified, moisture resistant, silicate free, Portland cement based or blended hydraulic-cement-based formulation.
2. Adhesives:
  - a. Altrofix 30 – 2 part polyurethane for areas with at least one drain or where heavy surface water use and/or heavy rolling loads
  - b. Altrofix 31 – 2 part polyurethane fast set version for repairs and small areas

## PART 4 - EXECUTION

### 4.1 EXAMINATION

- A. Examine substrates, with installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. The general contractor shall test, preferably through an independent agency, substrate moisture content and field conditions to verify conditions are suitable for installation. Submit written reports in a timely manner and indicate remedial actions taken.

### 4.2 PREPARATION

- A. Prepare substrates in accordance with manufacturer's written instructions including the following:
  1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  2. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  3. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, and paint shall not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
  4. If chemical adhesive removal is used, comply with regulations of authorities having jurisdiction. If hazardous materials in existing conditions are present or suspected, notify the Owner in writing and stop work in that area until notified by Owner of actions to be taken.

## **ALTRO KITCHEN GOODS – CLASSIC 25**

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- B. Concrete Subfloors: Testing by methods specified below to determine moisture content in concrete, for all concrete regardless of age or grade level:
1. Comply with recommendations of ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Slab Using in-situ probes. This test method covers the quantitative determination of percent relative humidity in concrete slabs for field or laboratory test.
  2. The readings shall not exceed 90%.
  3. Alkalinity Testing per ASTM F710 with an acceptable range of 7-9.9 pH.
  4. Comply with ASTM and ACI Standards as listed in References.
- C. Contingency for High Moisture Readings in Concrete: If at the time of installation the moisture readings are in excess of Altro's recommendations, the General Contractor shall employ a means of Moisture Mitigation. This includes, but is not limited to, the following methods:
1. Application of a Moisture Reduction Barrier (MRB)
  2. Temporary use of dehumidification equipment.
  3. Postponing of the flooring installation start time.
- A budget should be provided to the general contractor for use of an MRB.
- D. Moisture Mitigation:
1. If remediation is required, methods for remediation performed by the General Contractor shall include the following:
    - a. Removal of all floor coverings, adhesive residue, curing compounds, parting compounds or other surface contaminants by mechanical means (shot-blasting), or other accepted method.
    - b. Identification and treatment of all cracks and joints, by the moisture resistant barrier manufacturers approved methods.
    - c. Application of a moisture resistant barrier, designed and warranted for the purpose of controlling excessive concrete moisture and the alkali it may carry.
    - d. Application of a minimum 1/8" thick moisture tolerant blotter layer of cementitious underlayment over all Moisture Reduction Barriers.
- E. Wood Subfloors: Confirm wood subfloors meet the following requirements.
1. Must conform to ASTM F-1482 Standard Guide to Wood Substrates.
  2. Wood subfloors shall have a minimum 18 inch (45.7 cm) of cross-ventilated space beneath the bottom of the joist. The floor must be rigid, free of movement.



## **ALTRO KITCHEN GOODS – CLASSIC 25**

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3. Single wood and tongue and groove subfloors shall be covered with a minimum 1/4 inch (6.4 mm), 3/8 inch (9mm) or 1/2 inch (12.7 mm) APA approved underlayment plywood as follows.
  - a. Use 1/4 inch (6.4 mm) thick underlayment panels for boards with a face width of 3 inches (76 mm) or less.
  - b. Use 1/2 inch (12.7 mm) thick underlayment panels for boards with a face width wider than 3 inches (76 mm).
4. Do not install directly on OSB (Oriented Strand Board), particleboard, chipboard, luan or composite type panels unless specifically designed and approved by the panel manufacturer for use as a resilient flooring underlayment.

### F. Additional Preparation Requirements:

1. Fill cracks, holes, depressions and irregularities in the substrate with good quality, moisture tolerant, silicate free, latex modified, Portland cement based underlayment leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
2. Allow 16 hours curing time after leveling/patching compound has been applied.
3. Do not install floor covering over expansion joints.
4. Do not install resilient products until they are similar to the temperature as the space where they are to be installed. Move resilient products and installation materials into spaces where they will be installed at least 24 hours in advance of installation.
5. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.
6. When installing over existing floor coverings, completely degrease using a power washer and a high pH degreaser. Rinse repeatedly with clean water until runoff is clear and allow sufficient dry time.

### 4.3 INSTALLATION

#### A. Install products in strict accordance with manufacturer's instructions and approved submittals. Use installation method suitable for substrate and project conditions.

1. Proceeding with the installation means the installer's acceptance that substrates are acceptable for installation of resilient flooring.
2. Install with Altro adhesive specified for the site conditions.
3. Install rolls in sequential order following roll numbers on the labels.
4. Do not reverse sheets unless instructed otherwise by manufacturer's technical representative.
5. Immediately place the flooring into the wet adhesive. Roll spread adhesive with acceptable nap paint roller before setting flooring into adhesive.
6. Roll the flooring in both directions using a 100-150 lb 3 section roller.
7. Heat-weld all seams, vertical and horizontal. Allow 12 hours cure time before heat-welding.
8. When flash-coving, use manufacturer's recommended accessories for cove former, cap, edging and other details.

## **ALTRO KITCHEN GOODS – CLASSIC 25**

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### 4.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.
  
- B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
  - 1. Never use tapes on the surface on the finish flooring
  - 2. Never use Sharpies, pens, crayons or construction markers on either the finish flooring or the substrate.
  - 3. No traffic for 24 hours after installation, unless approved by Altro technical.
  - 4. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
  
- C. Wait 72 hours after installation before performing initial cleaning. Start a regular maintenance program after the initial cleaning as recommended by manufacturer.

### 4.5 CONTACT INFORMATION:

Catalina Products International

Pricing, Technical, Installation Instructions, Sampling:

(714) 716-1667

[yolanda@catalinaproducts.international](mailto:yolanda@catalinaproducts.international)

END OF SECTION

**BENTLEY “ROUGH IDEA”**

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REFERENCE NUMBER:	8RU2607609-AL/CPI
PRODUCT CONSTRUCTION:	Tufted Textured Loop
FIBER:	Ultron® Nylon 6,6
DYE METHOD:	Solution Dyed
SOIL/STAIN PROTECTION:	XTERA™
BACKING:	EliteFlex Cushion
YARN WEIGHT TUFTED:	26oz
MACHINE GAUGE:	5/64”
PILE HEIGHTS:	High: 0.165” Med: 0.110” Low: 0.065”
STITCH PER INCH:	6.3
SIZE:	6’
RADIANT PANEL:	Passes Class 1 $\geq 0.45$ W/cm <sup>2</sup> (ASTM-E648)
SMOKE DENSITY:	< 450 dm Corrected (ASTM-E662), Flaming
STATIC:	$\leq 3.5$ kV (AATCC-134), Step
FLAMMABILITY:	Passes Methenamine Pill Test (CPSC-FF1-70)

**Technical Specifications:**

- \* Integrated matting material to be free of polyvinylchloride-PVC composites
- \* Cushion material shell represent no less than 24 pound density
- \* Carpet Material to integrate a stabilizing sheet in regards to dimensional stability
- \* Manufacturing preference-California

## **BENTLEY “ROUGH IDEA”**

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Please note that a single door receives a 4-1/2 x 4-1/2 and a double door receives a 7-1/2 x 9.

### **Contact Information:**

Product Costing / Specifications / Installation Instructions

contact: Catalina Products International LLC

Phone# (714) 716-1667

Email: [yolanda@catalinaproducts.international](mailto:yolanda@catalinaproducts.international)



**October 31st, 2016**-This document is provided solely as a convenience for spec writers in the drafting process. Ecore will not be held responsible for the use or alteration of any information contained herein. For a final approved PDF version of these specifications please visit the literature page at [www.ecoreathletic.com](http://www.ecoreathletic.com)

**DIVISION 9 Finishes - SECTION 09 65 66 Resilient Athletic Flooring  
Ecore Athletic Elevate BOUNCE 2 Rubber Back Sheet Vinyl**

**PART 1.0- GENERAL**

1.1 SUMMARY

- A. The work of this section includes:
  - 1. Ecore Athletic Elevate BOUNCE 2 – Rubber back sheet vinyl
  - 2. Welding Rod
  - 3. Adhesives
- B. Related Sections: Section(s) related to this section include:
  - 1. Concrete Substrate: Division 3 Concrete Section(s)
  - 2. Plywood Substrate: Division 6

1.2 REFERENCES

- A. Standards listed by reference, including revisions by issuing authority, form a part of this specification section to extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation.
- B. American Society for Testing and Materials (ASTM):
  - 1. ASTM F970 Standard Test Method for Static Load Limit
  - 2. ASTM F1303-99 Standard Test Method for Resistance to Chemicals of Resilient Flooring
  - 3. ASTM F1514 Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change.
  - 4. ASTM F1515 Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change.
  - 5. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as measured by the James Machine.
  - 6. ASTM E648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
  - 7. ASTM F2199 Standard Test Method for Determining Dimensional Stability of Resilient Floor Tile after Exposure to Heat.
  - 8. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers – Tension
  - 9. ASTM F137 Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus
  - 10. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
  - 11. ASTM F2753 Standard test method for dynamic rolling load.
  - 12. ASTM F2772 Standard Specification for Athletic Performance Properties of Indoor Sports Floors Systems. Includes ASTM F2569, ASTM F2117, ASTM F2157, and ASTM E303.

13. ASTM E2129 Standard Practice for Data Collection for Sustainability Assessment of Building Products.
  14. ASTM D5116 Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions From Indoor Materials/Products
  15. ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
  16. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
  17. ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes
- C. European Committee for Standardization (EN)
1. EN649 / EN ISO 10582 Resilient Floor Coverings Heterogeneous polyvinyl chloride floor coverings – Specification for Abrasion Resistance.
- E. Leadership in Energy and Environmental Design – LEED™
1. International Organization for Standardization™ document, ISO 14021 - Provides guidance on the terminology, symbols, testing and verification methodologies that an organization should use for self-declaration of the environmental aspects of its products and services.

### 1.3 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide rubber back sheet vinyl resilient flooring, which has been manufactured and installed to maintain performance criteria stated by manufacturer without defects, damage or failure.

### 1.4 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. LEED: Provide documentation of how the requirements for credit will be met.
1. List of proposed materials with recycled content. Indicate pre-consumer and post-consumer content.
  2. Product data and certification letter indicating percentage of recycled content for both pre-consumer and post-consumer content.
  3. Recycled content is defined in accordance with the International Organization for Standardization document, ISO 14021 Environmental labels and declarations.
    - a. Post-consumer material - waste materials diverted from the waste stream after consumer or commercial use.
    - b. Pre-consumer material - materials diverted from the waste stream during the manufacturing process. Excluded are regrind, rework, and scrap.
- C. Product Data: Submit product data, including manufacturer's guide specifications product sheet, for specified products.
- D. Shop Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors, patterns and textures.
- E. Samples: Submit selection and verification samples for finishes, colors and textures.
- F. Quality Assurance Submittals: Submit the following:
1. Certificates: If required, certification of performance characteristics specified in this document shall be provided by the manufacturer.
  2. Manufacturer's Instructions: Manufacturer's installation instructions.

**Specifier Note:** Coordinate paragraph below with Part 3.5 Field Quality Requirements Article herein. Retain or delete as applicable.

3. Manufacturer's Field Reports: Manufacturer's field reports specified herein.
- G. Closeout Submittals: Submit the following:

1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operational Data) Section. Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.
2. Warranty: Warranty documents specified herein.

## 1.5 QUALITY ASSURANCE

### A. Qualifications:

1. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
  - a. Certificate: When requested, submit certificate indicating qualification.
2. Manufacturer's Qualifications: Manufacturer capable of providing field service representation during construction and approving application method.

**Specifier Note:** Paragraph below should list obligations for compliance with specific code requirements particular to this section. General statements to comply with a particular code are typically addressed in Conditions of Contract and Division 1 Regulatory Requirements Section. Regulatory Requirements: [specify applicable requirements of regulatory agencies].

- B. Mock-Ups: Install at project site a job mock-up using acceptable products and manufacturer-approved installation methods. Obtain Owner and Architect's acceptance of finish color, texture and pattern, and workmanship standard. Comply with Division 1 Quality Control (Mock-Up Requirements) Section.
  1. Mock-Up Size: [specify mock-up size].
  2. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legally dispose of mock-up when no longer required.
  3. Incorporation: Mock-up may be incorporated into final construction upon Owner's approval.
- C. Pre-installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.
- D. Pre-installation Testing: Conduct pre-installation testing as follows: [specify substrate testing; consult with flooring manufacturer].

## 1.6 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirements Sections.
- B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Storage and Protection: Store materials at temperature and humidity conditions recommended by manufacturer and protect from exposure to harmful weather conditions.

## 1.7 PROJECT CONDITIONS

- A. Temperature Requirements: Maintain air temperature in spaces where products will be installed for time period before, during and after installation as recommended by manufacturer.
- B. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

## 1.8 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and not a limitation of, other rights Owner may have under Contract Documents.

**Specifier Note:** Coordinate paragraph below with manufacturer's warranty requirements.

1. Warranty Period: Specify years commencing on Date of Substantial Completion.

#### 1.9 MAINTENANCE

- A. Extra Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals (Maintenance Materials) Section.
  1. Quantity: Furnish quantity of resilient flooring units equal to [specify %] of amount installed.
  2. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.
  3. Cleaning: Furnish flooring manufacture's neutral cleaner for initial cleaning and maintenance of finished floor surface.

## PART 2.0 - PROPRIETARY MANUFACTURER/PRODUCTS

**Specifier Note:** Retain article below for proprietary method specification. Add product attributes performance characteristics, material standards and descriptions as applicable. Use of such phrases as "or equal" or "or approved equal" or similar phrases may cause ambiguity in specifications. Such phrases require verification (procedural, legal and regulatory) and assignment of responsibility for determining "or equal" products.

#### 2.1 MANUFACTURER: Ecore

Contact: Catalina Products International

Pricing and sampling: (714) 716-1667 / email: yolanda@catalinaproducts.international

#### 2.2 PROPRIETARY PRODUCT(S)

- A. Flooring and adhesives manufactured by Ecore for athletic applications.
  1. Ecore Athletic Elevate BOUNCE 2 rubber back resilient sheet vinyl flooring and accessories.
  2. E-Grip™ III a single-component, zero-VOC, urethane adhesive

#### 2.3.1 E-Grip™ III one-component urethane adhesive

- |                                |  |
|--------------------------------|--|
| A. Product Name:               | The one-part urethane adhesive under this specification shall be Ecore Athletic <b>E-Grip™ III</b> one-component urethane adhesive.  |
| B. Material:                   | E-Grip III is a one-component urethane moisture cured, non-sag, permanently elastic adhesive that has excellent adhesion to elastomers, concrete and wood and is engineered for indoor and outdoor applications. |
| C. Adhesive Type:              | one-component moisture cured urethane  |
| D. Weight:                     | 4 gallon pail-56 lbs, 2 gallon pail-28 lbs, 10.1 oz cartridges   |
| E. Color:                      | medium grey  |
| F. VOC Content:                | 0 lb/gal calculated  |
| G. Freeze/Thaw:                | stable   |
| H. Application Temperature:    | 40° F - 100° F   |
| I. Calcium Chloride Test:      | Maximum 5.5 lbs per 1,000 sq. ft. in 24 hrs. ( ASTM F1869 )  |
| J. Relative Humidity (RH) Test | Maximum 85% ( ASTM F2170 )   |
| K. Flashpoint:                 | > 500° F   |
| L. Shelf Life:                 | 12 months  |
| M. Working Time:               | 30-40 minutes  |
| N. Trowel:                     | 1/16" x 1/16" x 1/16" square notch   |



- O. Coverage Rate: 95 ft<sup>2</sup> / gal. – 1/16" x 1/16" x 1/16"
- P. SCAQMD Rule #1168 0 lb./gal. calculated

### 2.3.2 Ecore Athletic BOUNCE 2 - Recycled Rubber Back Vinyl [Sheet] Flooring

## Ecore Athletic Elevate BOUNCE 2 With itstru-5 Technology 5mm - 6015H Underlayment / 2mm Surface Wear Layer

Made from a formulation of high quality post consumer recycled rubber granules encapsulated in a wear and water-resistant elastomeric network fusion bonded to a heterogeneous vinyl wear layer with a urethane aluminum oxide topcoat

Performance Criteria	Test Method	Typical Result
Flexibility ¼" mandrel	ASTM F 137	Pass
Thermal Conductivity	ASTM C 518	0.6 Btu in./h ft <sup>2</sup> F
Static Load Limit	ASTM F 970 @ 250PSI	Pass
Coefficient of Friction	ASTM D 2047	>0.6
Chemical Resistance	ASTM F-1303-99	Excellent
Abrasion Resistance	EN 649 / ISO 10582	Group T / Type 1
Dimensional Stability	ASTM F-2199	±0.40%
Behavior to Fire	ASTM E-648	Class I
Resistance to Light	ASTM F-1515	Pass
Resistance to Heat	ASTM F-1514	Pass
Dynamic Rolling Load	ASTM F-2753	10,000 cycles: No Damage, No Change
Vertical Ball Rebound	ASTM F-2772	(Pass) Average > or = 95.5%
Vertical Deformation	ASTM F-2772	(Pass) Average < or = 0.72mm
Force Reduction	ASTM F-2772	(Pass) Average > or = 12.6%
Surface Effect Slip Resistance	ASTM F-2772	(Pass)
Sheet Dimension	Manufacturer	Standard Rolls Nominal 6ft Width / 30 LF Custom 25LF Minimum / 45LF Maximum
Standard Tolerance Width	Manufacturer	Width: +3/4"   -0"
Standard Tolerance Length	Manufacturer	Length: +1%   - 0%
Standard Tolerance Thickness	Manufacturer	Thickness: ±.4 mm
Standard Sheet Weight	Manufacturer	1.26 lb/ft <sup>2</sup> [6130 g/m <sup>2</sup> ]

### 2.3.3 Ecore Athletic Elevate BOUNCE 2 Weld Rod

- A. Product Name: Welding rod under this specification shall be BOUNCE 2 distributed by Ecore Athletic.
- B. Material: Vinyl
- C. Colors: Specify color from Ecore Athletic standard colors.
- D. Dimensions: Standard lengths of 328 LF [100 M] by 3mm in thickness. Custom lengths not available.
- E. Spool Weight: 11.023 lbs (5 kg)

## 2.4 PRODUCT SUBSTITUTIONS

- A. Substitutions: No substitutions permitted.

## 2.5 RELATED MATERIALS

- A. Related Materials: Refer to other sections listed in Related Sections paragraph herein for related materials.

## 2.6 SOURCE QUALITY

- A. Source Quality: Obtain recycled rubber resilient flooring materials from a single manufacturer.

# PART 3.0 - EXECUTION

**Specifier Note:** Revise article below to suit project requirements and specifier's practice.

## 3.1 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions and product carton instructions for installation.

## 3.2 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.

## 3.3 PREPARATION

- A. Surface Preparation: [specify applicable product preparation requirements].

**Specifier Note:** Coordinate article below with manufacturer's recommended installation details and requirements.

## 3.4 ERECTION/INSTALLATION/APPLICATION/CONSTRUCTION

- A. Rubber Backed Vinyl Flooring Installation: Comply with Ecore Athletic BOUNCE 2 Technical Manual for installation procedures and techniques.
- B. Finish Color/Textures/Patterns: [specify installation finishes coordinated with finishes specified in Part 2 Products].
- C. Related Products Installation: Refer to other sections listed in Related Sections paragraph herein for related products installation.

## 3.5 FIELD QUALITY REQUIREMENTS

**Specifier Note:** Edit paragraph below. Establish number and duration of periodic site visits with Owner and manufacturer, and specify below. Consult with manufacturer for services required. Coordinate paragraph below with Division 1 Quality Assurance Section and Part 1 Quality Assurance Submittals herein. Delete if manufacturer's field service not required.

- A. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.
  1. Site Visits: [specify number and duration of periodic site visits].

## 3.6 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project site and legally dispose of debris.

## 3.7 PROTECTION

- A. Protection: Protect installed product and finish surfaces from damage during construction.

**Specifier Note:** Retain article below to suit project requirements. Article may be used to describe specific criteria requirements of similar products or equipment.

### 3.8 SCHEDULES

**Specifier Note:** Retain paragraph below to suit project requirements. Reference a schedule or include a schedule as an attachment, which indicates where to locate products and equipment.

- A. Schedules: [Specify reference to applicable schedules].

**END OF SECTION**

## **WALL BASE SPECIFICATION**

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### **CSI Division 9 Part 2** **Product Specification**

#### **1.01 RUBBER WALL BASE**

- A. Specification Insert for BurkeBase® 1/8 inch Molded Rubber Wall Base
- B. CSI Division 9, Part 2 Products

#### **2.01 RUBBER WALL BASE**

- A. Manufacturer/Product: Burke Mercer Flooring Products; 1/8 inch Rubber Wall Base
- B. Product/Description
- C. Vulcanized thermoset rubber; 1/8 inch (3.175 mm) thickness; satin finish
  - 1. Cove profile: [2 1/2 inches (63.500 mm)], [4 inches (101.600mm)], [6 inches (152.400mm)].
  - 2. Straight profile: [2 1/2 inches (63.500 mm)], [4 inches (101.600mm)], [6 inches (152.400mm)], [10 inches (254.000 mm)]
  - 3. Length: 48 inches (1219.200 mm)
  - 4. Color: Selection from manufacturer's standard array
  - 5. Substrate adhesives pursuant to Burke Mercer recommendations
  - 6. Conformance:
    - a. ASTM F1861-98, Type TS, Group 1, Styles A & B
    - b. FS SS-W-40a, Type I, Styles A & B
    - c. ASTM E84 Class B rating with smoke density of 150-200

Hardened Vinyl Tile with a 22 mil wear layer and a secondary PU coating.  
 Product to include 5 mm acoustical urethane backing

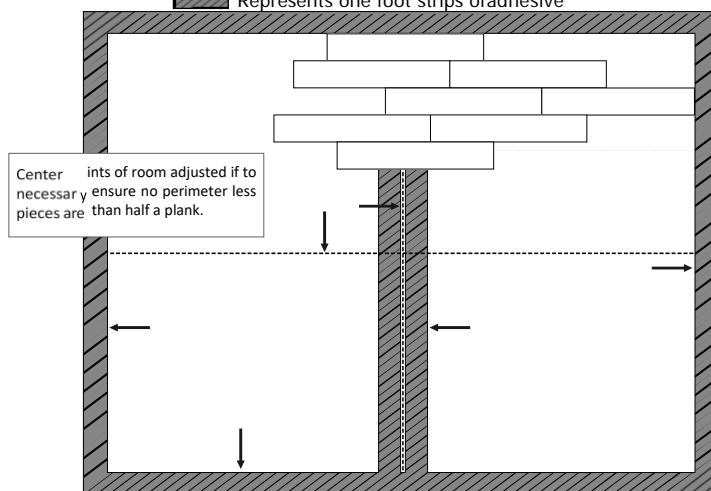
Hardened No Wax Flooring

Elements Three

Style Name	GEO	GRAIN
Style Number	KGEOG0136V – AL/CPI	KGRAN0948V– AL/CPI
	LVT Free Lay	LVT Free Lay
Tile Size	18 in (45.7 cm) (w) x 36 in (91.4 cm) (l)	9 in (22.9 cm) (w) x 48 in (121.9 cm) (l)
Gauge Total Thickness	0.2 in (5 mm)	0.2 in (5 mm)
Wear Layer Thickness	22 mil (0.55 mm)	22 mil (0.55 mm)
Maintenance	PUR/No Wax Surface	PUR/No Wax Surface
Pieces per Carton	8 pieces	8 pieces
Coverage per Carton	36 ft <sup>2</sup> (3.34 m <sup>2</sup> )	24 ft <sup>2</sup> (2.23 m <sup>2</sup> )
Weight per Carton	67 lbs (30.39 kg)	44 lbs (19.96 kg)
Classification	ASTM F1700, Class III Type B	ASTM F1700, Class III Type B
Coefficient of Friction	ASTM D2047, > 0.6	ASTM D2047, > 0.6
Dimensional Stability	ASTM F2199, < 0.02 in (0.5 mm)	ASTM F2199, < 0.02 in (0.5 mm)
Indoor Air Quality	FloorScore™ Certified	FloorScore™ Certified

Style Name	TEX
Style Number	KTEXX0136V– AL/CPI
	LVT Free Lay
Tile Size	18 in (45.7 cm) (w) x 36 in (91.4 cm) (l)
Gauge Total Thickness	0.2 in (5 mm)
Wear Layer Thickness	22 mil (0.55 mm)
Maintenance	PUR/NoWax Surface
Pieces per Carton	8 pieces
Coverage per Carton	36 ft <sup>2</sup> (3.34 m <sup>2</sup> )
Weight per Carton	67 lbs (30.39 kg)
Classification	ASTM F1700, Class III Type B
Coefficient of Friction	ASTM D2047, > 0.6
Dimensional Stability	ASTM F2199, < 0.02 in (0.5 mm)
Indoor Air Quality	FloorScore™ Certified

Adhesive Layout for LVT (5 mm) Free Lay 9 in x 48 in and 18 in x 36 in  
 Represents one foot strips of adhesive



FRONT COVER: GEO KGEOG0136V, Silver Shale 802059, 18 in x 36 in x 5 mm

BACK COVER: GRAIN KGRAN0948V, Urban Grey 802069, 9 in x 48 in x 5 mm

Material has a tolerance in regards to concrete-99% relative humidity.

Technical and test data as provided by Kolay Flooring International, LLC.

Installation: All Elements Collection products must be installed by flooring installers who are professionally trained and experienced in current techniques and industry accepted standards for professional installation of vinyl tile flooring. Please refer to the current issue of Bentley’s Elements Collection LVT Installation Guidelines: Square, Plank, Click and Free Lay.

Adhesives: All Elements Collection products must be installed with adhesives purchased through Bentley, and matched to requirements of Kolay for flooring material, site and project conditions. Please refer to the current issue of Bentley’s Elements Collection LVT Installation Guidelines: Square, Plank, Click and Free Lay.

Maintenance: Please refer to the most current issue of Bentley’s Elements Collection LVT Maintenance Guidelines: Square, Plank, Click and Free Lay.

Warranty: Product warranted in accordance with the terms and conditions of Bentley’s standard printed warranty in effect at time product is sold. All other warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed. For complete warranty information,

## **POLISHED CONCRETE**

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### I. RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, and other related construction documents such as Division 01 specifications apply to this Section.

### II. SUMMARY

- A. This section includes products and procedures for the installation of the ULTRAFLO<sup>®</sup> Polished Concrete System using a multi-step dry mechanical process and accessories specified to achieve specified Level (A, B, or C) gloss finish:
  - 1. DIAMATIC Mechanical Diamond Grinding and Polishing Equipment
  - 2. ARDEX Concrete Repair Materials
  - 3. ARDEX Concrete Topping Treatment Chemicals
- B. Related Sections include the following:
  - 1. Section 03 30 00, Cast-In-Place Concrete
  - 2. Section 07 26 19, Topical Moisture Vapor Mitigation

### III. SUBMITTALS

- A. Product Data
  - 1. Submit manufacturer's product data and installation instructions for each material and product used.
  - 2. Include manufacturer's Material Safety Data Sheets.
- B. Qualification Data
  - 1. Provide written documentation from the manufacturer confirming that installer meets the qualifications as specified and is eligible for manufacturer's warranty.
- C. Maintenance Data
  - 1. Provide manufacturer's instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under intended use.
  - 2. These instructions should contain precautions against cleaning products and methods that may be detrimental to finishes and performance.

### IV. MANUFACTURER QUALIFICATIONS

- A. The ULTRAFLO<sup>®</sup> ARDEX<sup>®</sup> DIAMATIC<sup>®</sup> Polished Concrete System consists of a process and products engineered and manufactured by ARDEX and DIAMATIC.
- B. Any substitutions are not permitted and void warranty.

## V. INSTALLER QUALIFICATIONS

- A. Product(s) for the ULTRAFLOOR® ARDEX® DIAMATIC® Polished Concrete System must be installed by an ARDEX DIAMATIC factory trained or approved installer either as a single source or through a joint venture, including the use of DIAMATIC equipment and diamond abrasives, and ARDEX DIAMATIC concrete preparation, toppings, joint treatment and chemical hardening and finishing materials.
- B. Qualified installers may include an ARDEX LevelMaster Elite™ who specializes in the installation of ARDEX products, a DIAMATIC Elite™ who specializes in the use of DIAMATIC polishing equipment or an ULTRAFLOOR ELITE™ who has specific experience with the installation of ARDEX DIAMATIC products and systems.
- C. Installer must be approved in writing by ARDEX or DIAMATIC and experienced in performing specified work similar in design, products and scope of this project, with a documented track record of successful, in-service performance and with sufficient production capabilities, facilities and personnel to produce specified work.
- D. A factory-trained, competent supervisor must be maintained on site during all times during which specified work is performed.
- E. For national brand specific projects, Diamatic Management Services (DMS) may be considered for installation management, contractor assistance and advanced project support.
- F. DMS: 5220 Gaines Street, San Diego, CA 92110, 866-295-5512, [www.diamaticmanagementservices.com](http://www.diamaticmanagementservices.com).

## VI. MOCK-UP

- A. Before performing the work in this section, an on-site mock-up representative of specified process, surface, finish, color, and joint design/treatments must be installed for review and approval.
- B. These mock-ups should be installed using the same Installer personnel who will perform work. Approved mock-ups may become part of completed work, if undisturbed at time of substantial completion.

## VII. PRE-INSTALLATION CONFERENCE

- A. Prior to the installation of the ULTRAFLOOR Polished Concrete System, an on-site conference shall be conducted to review specification requirements.
- B. Required attendees include the Owner, Architect, General Contractor, Subcontractor, ARDEX Representative, and/or DIAMATIC Representative.
- C. The minimum agenda shall include a review of the site conditions, construction documents, schedule, installation procedures, protection procedures and submittals.

## VIII. WARRANTY

- A. Provide manufacturer's 10 year ULTRAFLOOR System Warranty.

## IX. DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in original containers, bearing manufacturer's labels indicating brand name and directions for storage, factory numbered and sealed until ready for installation.
- B. Store all materials in a dry, climate-controlled environment at a minimum of 50°F (10°C) and maximum of 85°F (29°C).
- C. Handle products in accordance with manufacturer's printed recommendations.

## X. SITE CONDITIONS

- A. Inspect the existing substrate and document unsatisfactory conditions in writing. Verify that surfaces and site conditions are ready to receive work.
- B. Correct unacceptable conditions prior to installation of System.
- C. Commencement of work constitutes acceptance of substrate conditions.
- D. Close areas to traffic during and after application for a time period recommended by the manufacturer.

## XI. REPAIR MATERIALS

- A. Where spalls, repair, or minor patchwork is necessary apply ARDEX PC-R™ as necessary and in accordance with recommendations, applied at the appropriate time during the polishing process.
- B. If necessary, correct excessive pinholes with ARDEX PC-M™.
- C. Contact the ARDEX Technical Services department for recommendations.

## XII. CONCRETE POLISH EQUIPMENT & TOOLING

- A. Equipment and Tooling for use as part of the multi-step dry mechanical process and accessories.
- B. Acceptable products include:
  - 1. DIAMATIC BMG-780 or BMG-735 Planetary Grinder and Polisher.
  - 2. DIAMATIC USA: 5220 Gaines Street, San Diego, CA 92110, 1-866-295-5512, [www.diamaticusa.com](http://www.diamaticusa.com).
  - 3. Features: Large Platform: 32" planetary floor polisher. Head pressure of 600 lbs.
  - 4. Or equal as recommended by DIAMATIC USA.
- C. Required Tooling: DIAMATIC Diamond Abrasives
  - 1. Metal Bonded Diamonds - 60/80 Grit of medium and hard bonded metal.
  - 2. Transitional Diamonds Ceramic Bonded - #1 Grit.
  - 3. Resin Bonded Diamonds - 200, 400, 800, 1500 Grit.
  - 4. DIAMATIC Micro Polisher – Burnishers
  - 5. DIAMATIC USA: 5220 Gaines Street, San Diego, CA 92110, 1-866-295-5512, [www.diamaticusa.com](http://www.diamaticusa.com).



- D. Specific weight and RPM are required to reach temperature of 100°F for application of PC FINISH™.
- E. Required Tooling: DIAMATIC FLOR-GRIT® Diamond Impregnated Pads - 800, 1500, 3000 Grit.
- F. Other equipment as necessary for small areas and edge work as recommended by DIAMATIC USA.
- G. Power generator capable of supplying a minimum output of 30kw and up, and 480 Volt three (3) phase power.
- H. All grinding and polishing completed with grinder/polisher equipment should be connected to a dust collector.
- I. Note: In some cases, and only with DIAMATIC's approval, burnishing, grinding, and polishing machines may be substituted, provided that the specified DIAMATIC abrasives and blades can still be used.

### XIII. CONCRETE TREATMENT CHEMICALS

- A. Concrete treatments designed for use in conjunction with the installation of the ULTRAFLOOR® Polish Concrete System.
- B. Acceptable products include:
  - 1. Treatment Chemicals; ARDEX Engineered Cements: 400 ARDEX Park Drive Aliquippa, PA 15001, 1-888-512-7339, [www.ardexamericas.com](http://www.ardexamericas.com); DIAMATIC USA: 5220 Gaines Street, San Diego, CA 92110, 1-866-295-5512, [www.diamaticusa.com](http://www.diamaticusa.com).
  - 2. Densifier: ARDEX PC 50™ or DIAMATIC FLOR-SIL™ Lithium Hardener Densifier for Standard Concrete.
  - 3. Finish Treatment: ARDEX PC FINISH™ or DIAMATIC FLOR-FINISH™ Stain and Wear Protection Treatment (high or low gloss).
  - 4. Maintenance Treatment: DIAMATIC FLOR Maintainer™ Gloss, Stain, and Wear Protectant.

### XIV. EXAMINATION

- A. Inspect all concrete substrates and conditions under which the ULTRAFLOOR® Polished Concrete System is to be installed.
- B. Verify that existing concrete has cured a minimum of 28 days before installing the ULTRAFLOOR® Polished Concrete and meets the requirement of 3000 psi and 100 pcf.
- C. Conduct pre-installation conference, per Section 1.05 C.

### XV. PREPARATION / DEMOLITION

- A. Clear surfaces of any debris and construction materials.
- B. If a generator is not provided by the Installer, power connections for the equipment of the ULTRAFLOOR® ARDEX DIAMATIC Polished Concrete System shall be located and prepared by general contractor.

- C. Using the appropriate mechanical means and methods, remove existing floor coverings and coatings, including but not limited to carpet VCT, ceramic tile, and grout, wood, epoxy/urethane, quartz, mastic, adhesives, paint, or other non-concrete floor materials.
- D. Adhesives must be removed to their penetrated depth.
- E. Note: The mechanical removal of resilient flooring, backing, lining felt, cutback, and other adhesives can be hazardous, as certain materials may contain asbestos or crystalline silica.
- F. Do not sand, dry sweep, dry scrape, drill, saw, bead blast, grind, mechanically chip, or pulverize these materials, as harmful dust may result.
- G. Inhalation of this dust may cause asbestosis or other bodily harm. Please consult the adhesive manufacturer, the Resilient Floor Covering Institute ([www.rfci.com](http://www.rfci.com)) and all applicable government agencies for rules and regulations concerning the handling and removal asbestos-containing materials.
- H. Prevent any damage to concrete slab surface during demolition from chipping hammers.
- I. Existing flooring should be removed mechanically with walk-behind or ride-on scraping equipment.
- J. Prepare the existing concrete mechanically by diamond grinding using aggressive, metal bonded DIAMATIC Polycrystalline diamonds (18/20 Grit or 30/40 Grit), to remove all contaminants and provide a sound concrete surface free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants.
- K. Chemical preparation of the substrate is NOT acceptable, including but not limited to acid etching, sweeping compounds, solvents, and adhesive removers.
- L. Suppress dust during demolition with the use of dust collection equipment to reduce or eliminate airborne concrete and substrate dust.
- M. Where existing concrete is cracked, damaged, spalled, not within specified tolerance, or contains unacceptable levels of contaminants or moisture vapor, the Installer of the ULTRAFLOOR®ARDEX DIAMATIC Polished Concrete System will evaluate conditions and proceed with appropriate ULTRAFLOOR® System components.

#### XVI. CRACK REPAIRS (Indoor/Outdoor)

- A. Crack repair shall be completed after the first metal bond diamond grind and floor cleaning.
- B. Cracks to be repaired in the concrete surface shall be crack chased out on a highspeed angle grinder to a minimum depth of  $\frac{3}{8}$ " and made to eliminate any feathered edges.
- C. The edges of the crack may be taped to eliminate possible staining from repair material.
- D. Clean out any dust or debris and then apply ARDEX ARDIBOND AP™ or ARDEX ARDIFIX™ to fill the crack chased areas. Read and follow ARDEX ARDIBOND AP or ARDEX ARDIFIX detailed instructions as outlined in the Technical Data Sheet.

- E. All crack filling material shall be overfilled. Immediately after application of ARDEX ARDIBOND AP or ARDEX ARDIFIX, silica sand or the concrete grindings may be broadcast to rejection over the crack repair material.
- F. The silica or floor grindings will reduce the visibility of the repaired crack and take on a similar color and appearance to surrounding concrete when stained.
- G. Cracks smaller than 1/8" can be left as a part of the finished concrete, unless otherwise specified.
- H. Cracks shall be vacuumed to remove all loose debris and contaminants.
- I. Cracks smaller than 1/8" can be filled with ARDEX ARDIFIX.
- J. Cracks greater than 1/8" shall be filled with ARDEX ARDIBOND AP.
- K. Cracks shall be overfilled and broadcast to refusal with play sand or concrete shavings, and shall be subsequently ground down to the level of the concrete surface.
- L. All crack filling material shall be installed and allowed to cure in strict accordance with the manufacturer's recommendations before proceeding with the next step in the ULTRAFLOOR® process.

#### XVII. SPALL REPAIRS (Indoor/Outdoor)

- A. Spall repair to be completed after the first metal bond diamond grind and floor cleaning, or prior to the beginning of the ULTRAFLOOR® process installation.
- B. For complete installation details for spall repair materials, please refer to the ARDEX Technical Brochure.
- C. For polishing instructions, please refer to the individual ULTRAFLOOR® ARDEX DIAMATIC specifications for each component.
- D. Spalls up to 4" (10 cm) wide and 1" (2.5 cm) deep shall be filled with ARDEX PC-R™.
- E. Allow a minimum of 16 to 24 hours drying time prior to beginning the ULTRAFLOOR® polishing process. – OR –
- F. Spalls up to 4" (10 cm) wide and 1" (2.5 cm) deep can be filled with ARDEX ARDIBOND AP or ARDEX ARDIFIX.
- G. Overfill all applications and broadcast sand or concrete grindings to refusal so that they may be ground down to match the level of the concrete surface after dry time.
- H. Spalls greater than 4" (10 cm) wide and 1" (2.5 cm) deep shall be filled with ARDEX PC-R.
- I. Allow a minimum of 16 to 24 hours drying time prior to beginning the ULTRAFLOOR® polishing process.

#### XVIII. LARGE AREA CONCRETE REPAIR (Indoor)

- A. Where large area concrete repair is needed, ARDEX PC-T™ shall be used in accordance with the information presented in the ARDEX Technical Brochure.
- B. For polishing instructions, please refer to the ARDEX PC-T component specification.

**XIX. JOINT FILL REPAIRS (Indoor/Outdoor)**

- A. All joint fill materials shall be installed in accordance with the written recommendations provided in the ARDEX Technical Brochures.
- B. For the best results all joints should be filled after the first pass of metal bonded diamonds, but before any further grinding continues.
- C. If the joint filling will occur after the polishing process, apply ARDEX PC 50 or DIAMATIC FLOR- SIL tape, or soap to the edge of the concrete to keep the joint filler from staining the concrete.
- D. Prior to filling joints, repair badly spalled joint edges per ACI302.1R-04.
- E. Grind the outside edges of all spalls to eliminate any feathered edges and make sure that the minimum depth of the spall is ½”.
- F. Mechanically prepare the joint area, and chip out any concrete less than ½” in depth.
- G. Apply ARDEX ARDIBOND AP or ARDEX ARDIFIX to the spalled area using a putty knife to reform the edges and surface to the original shape.
- H. Once the spalled areas are repaired, the entire joint and spall areas shall be filled with ARDEX ARDIBOND AP.
- I. Once cured, saw cut the joint to the original dimensions, and then clean the joint and fill with ARDEX ARDISEAL™ RAPID PLUS.
- J. Slightly overfill the joint with enough material to shave flush with the concrete.
- K. If the level of the joint filler sinks down, immediately add enough material to over fill the joint.
- L. Shave the joint filler flush with the concrete with a shaving tool with a sharp blade.
- M. ARDISEAL RAPID PLUS can be shaved in 30 to 40 minutes at 70°F (21°C).
- N. Remove all tape and/or soap from the surface around the joint.
- O. Micro-Polish the surface with appropriate grit DIAMATIC FLOR-GRIT pad.

**XX. GLOSS ATTAINMENT (ASTM E430)**

- A. Gloss readings are not to be obtained through the use of any microfilming products, sealers, coatings, enhancers, or as the result of resin transfer from resin bond abrasives.
- B. Readings shall be taken not less than 10’ (3 m) on center in field areas and within 1’ (0.3 m) of floor area perimeters.
- C. In no case shall a reading be below 2% of specified minimum sheen:
  - 1. Level A Sheen – Low Gloss reading of 30 to 40. 400 grit diamond finish.
  - 2. Level B Sheen – Medium Gloss reading of 41 to 55. 800 grit diamond finish.
  - 3. Level C Sheen – High Gloss reading of 56 or higher. 1500 grit or higher.
- D. For instructions on achieving gloss levels, refer to the appropriate sub-section below.

**XXI. POLISHING**

- A. Use the grinding and polishing steps outlines below to achieve the desired level of cut and level of gloss.
- B. Please note that when grinding and polishing a cross hatch pattern should be used.

XXII. CUT LEVEL 1

- A. A light cut that removes the surface paste exposing the fine aggregates near the surface. Also referred to as a cream finish.
- B. Note that a Level 1 cut will require high F-numbers to achieve, Min FF 50.

XXIII. CUT LEVEL 2

- A. A slightly deeper cut exposes the fine aggregates and begins to expose the coarse aggregates.
- B. This is also referred to as a salt and pepper finish.

XXIV. CUT LEVEL 3

- A. A deep cut that exposes the coarse aggregates in the surface.

XXV. LEVEL A-LOW GLOSS - GRIND/POLISH #1

- A. 60/80 Grit Metal Bonded Diamonds.
- B. Broom and vacuum the floor to remove all residual dust.
- C. If required, apply ARDEX PC-R to fill areas in need of minor repair.
- D. Locate areas and remove any loose decries from inside.
- E. Prepare all spall areas by cutting the edges of the spall to have a 90 degree edge.
- F. Chip, cut, or grind interior walls of spall to provide a clean surface free of contaminants that could act as a bond breaker.
- G. Mix and apply ARDEX PC-R per manufacturer recommendations and overfill spalls slightly higher than surrounding surface.
- H. Allow to dry two (2) to three (3) hours prior to proceeding with the next step.

XXVI. LEVEL A-LOW GLOSS - GRIND/POLISH #2

- A. #1 Grit High Performance Transitional Diamonds, Ceramic Bonded.
- B. Broom and vacuum floor to remove dust.
- C. Apply ARDEX PC 50 or DIAMATIC FLOR-SIL, per application instructions at a rate of 400 square feet per gallon.
- D. Allow ARDEX PC 50 or DIAMATIC FLOR-SIL to dry for one (1) hour before continuing onto the next step.

XXVII. LEVEL A-LOW GLOSS - GRIND/HONING #3

- A. 200 grit Resin Bonded Diamond.

XXVIII. LEVEL A-LOW GLOSS - GRIND/POLISHING #4

- A. 400 grit Resin Bonded Diamond.

B. Broom and vacuum to remove dust.

XXIX. MICROPOLISH/BURNISH #1

A. FLOR-GRIT® 200 Grit Diamond Impregnated Pad.

B. Apply PC-FINISH™ Low Gloss per application instructions at a rate of 2,500 square feet per gallon.

C. Allow to dry a minimum of 15 to 30 minutes.

XXX. MICROPOLISH/BURNISH #2

A. FLOR-GRIT® 200 Grit Diamond Impregnated Pad.

B. Dry mop the floor clean to remove all debris.

C. Apply ARDEX PC FINISH Low Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 3,000 square feet per gallon.

D. Allow to dry a minimum of 15 to 30 minutes.

XXXI. MICROPOLISH/BURNISH #3

A. FLOR-GRIT® 200 Grit Diamond Impregnated Pad.

XXXII. LEVEL B-MEDIUM GLOSS - GRIND/POLISH #1

A. 60/80 Grit Metal Bonded Diamonds.

B. Broom and vacuum the floor to remove all residual dust.

C. If required, apply ARDEX PC-R to fill areas in need of minor repair.

D. Locate areas and remove any loose decries from inside.

E. Prepare all spall areas by cutting the edges of the spall to have a 90 degree edge.

F. Chip, cut, or grind interior walls of spall to provide a clean surface free of contaminants that could act as a bond breaker.

G. Mix and apply ARDEX PC-R per manufacturer recommendations and overfill spalls slightly higher than surrounding surface.

H. Allow to dry two (2) to three (3) hours prior to proceeding with the next step.

XXXIII. LEVEL B-MEDIUM GLOSS - GRIND/POLISH #2

A. #1 Transitional Diamonds, Ceramic Bonded.

B. Broom and vacuum the floor to remove all residual dust.

XXXIV. LEVEL B-MEDIUM GLOSS - GRIND/POLISH #3

A. 200 Grit Resin Bonded Diamonds.

B. Broom and vacuum the floor to remove all residual dust.

C. Apply ARDEX PC 50 or DIAMATIC FLOR- SIL per application instructions at a rate of 400 square feet per gallon (actual rates may vary due to concrete porosity).

- D. Allow ARDEX PC 50 or DIAMATIC FLOR- SIL, to dry before continuing on to the next step.
- XXXV. LEVEL B- MEDIUM GLOSS - GRIND/POLISH #4
- A. 400 Resin Bonded Diamonds.
  - B. Broom and vacuum the floor to remove all residual dust.
- XXXVI. LEVEL B- MEDIUM GLOSS - GRIND/POLISH #5
- A. 800 Resin Bonded Diamonds.
  - B. Broom and vacuum the floor to remove all residual dust.
- XXXVII. LEVEL B- MEDIUM GLOSS - MICROPOLISH/BURNISH #1
- A. FLOR-GRIT 400 Diamond Impregnated Pad.
  - B. Dry mop the floor clean to remove all debris.
  - C. Apply ARDEX PC FINISH Low Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 2,500 square feet per gallon (actual rates may vary due to concrete porosity).
  - D. Allow to dry a minimum of 15 minutes.
- XXXVIII. MICROPOLISH/BURNISH #2: FLOR-GRIT 400 Diamond Impregnated Pad.
- A. Dry mop the floor clean to remove all debris.
  - B. Apply ARDEX PC FINISH Low Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 3,000 square feet per gallon (actual rates may vary due to concrete porosity).
  - C. Allow to dry a minimum of 15 minutes.
- XXXIX. MICROPOLISH/BURNISH #3
- A. FLOR-GRIT 800 Diamond Impregnated Pad.
- XL. LEVEL C-High Gloss - GRIND/POLISH #1
- A. 60/80 Grit Metal Bonded Diamonds.
  - B. Broom and vacuum the floor to remove all residual dust.
  - C. Concrete Repair Installation, as necessary.
  - D. Locate areas and remove any loose decries from inside.
  - E. Prepare all spall areas by cutting the edges of the spall to have a 90 degree edge.
  - F. Chip, cut, or grind interior walls of spall to provide a clean surface free of contaminants that could act as a bond breaker.
  - G. Mix and apply ARDEX PC-R per manufacturer recommendations and overfill spalls slightly higher than surrounding surface.
  - H. Allow to dry two (2) to three (3) hours prior to proceeding with the next step.
- XLI. LEVEL C-HIGH GLOSS - GRIND/POLISH #2

- A. #1 Transitional Diamonds, Ceramic Bonded.
  - B. Broom and vacuum the floor to remove all residual dust.
- XLII. LEVEL C- HIGH GLOSS - GRIND/POLISH #3
- A. 200 Grit Resin Bonded Diamonds
  - B. Broom and vacuum the floor to remove all residual dust.
  - C. Apply ARDEX PC 50 or DIAMATIC FLOR- SIL per application instructions at a rate of 400 square feet per gallon (actual rates may vary due to concrete porosity).
  - D. Allow ARDEX PC 50 or DIAMATIC FLOR- SIL to dry before continuing on to the next step.
- XLIII. LEVEL C- HIGH GLOSS - GRIND/POLISH #4
- A. 400 Resin Bonded Diamonds.
  - B. Broom and vacuum the floor to remove all residual dust.
- XLIV. LEVEL C- HIGH GLOSS - GRIND/POLISH #5
- A. 800 Resin Bonded Diamonds.
  - B. Broom and vacuum the floor to remove all residual dust.
- XLV. LEVEL C- HIGH GLOSS - GRIND/POLISH #6
- A. 1500 Resin Bonded Diamonds.
  - B. Broom and vacuum the floor to remove all residual dust.
- XLVI. MICROPOLISH/BURNISH #1
- A. FLOR-GRIT 800 Diamond Impregnated Pad.
  - B. Dry mop the floor clean to remove all debris.
  - C. Apply ARDEX PC FINISH High Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 2,500 square feet per gallon (actual rates may vary due to concrete porosity).
  - D. Allow to dry a minimum of 15 minutes.
- XLVII. MICROPOLISH/BURNISH #2
- A. FLOR-GRIT 1500 Diamond Impregnated Pad.
  - B. Dry mop the floor clean to remove all debris.
  - C. Apply ARDEX PC-FINISH High Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 3,000 square feet per gallon (actual rates may vary due to concrete porosity).
  - D. Allow to dry a minimum of 15 minutes.
- XLVIII. MICROPOLISH/BURNISH #3
- A. FLOR-GRIT 3000 Diamond Impregnated Pad.



## XLIX. EDGES

- A. Where desired, polished edge work of all areas shall be done with a 5" or 7" DIAMATIC Hand Held or Walk Behind polishing tool.
- B. The edge polishing process will match the corresponding steps outlined above for the desired gloss level, and each edge polishing step shall be done immediately after the matching main polishing step.
- C. NOTE: All grinding and polishing completed with grinder/polisher equipment connected to a dust collector.

## L. ACCEPTANCE

- A. Remove all installation materials and any foreign materials resulting from the installation, from the site.
- B. Clean adjacent surfaces and materials.
- C. Perform post job walk to ensure that the ULTRAFLOOR® Polished Concrete System has been completed per the process spec.
- D. Take pictures of final product for documentation and submittal, if requested or required.

## LI. JOINT PREPARATION

- A. All moving joints shall be filled with ARDEX ARDISEAL™ RAPID PLUS.
- B. All non-moving joints shall be filled with ARDEX ARDIBOND AP™, ARDEX ARDIFIX™, or ARDEX ARDISEAL™ RAPID PLUS.
- C. For joints to be filled after the polish process, contact manufacturer for specific recommendations.

## LII. PROTECTION

- A. Protect the finish from spills and contamination by petroleum, oil, hydraulic fluid, acid and acidic detergents, paint, and other liquid dripping from trades and equipment working over these substrates.
- B. If construction equipment must be used on these substrates, diaper all components that may drip fluids.
- C. Protect surface by installing the DIAMATIC PRIMO-COVER Protective Floor Covering, DIAMATIC ECONO-COVER Protective Floor Covering, or similar.
- D. Avoid moisture for 72 hours after installation.
- E. Do not permit standing water for this period or place any protective plastic sheeting, rubber matting, rugs, or furniture that can prevent proper drying, thereby trapping moisture, which can result in a cloudy effect on the floor.
- F. Light pedestrian use only in the 24 hours after installation.
- G. Normal traffic recommended seven (7) days after completion of the ULTRAFLOOR® Concrete Topping System.

### LIII. MAINTENANCE

- A. **IMPORTANT NOTICE:** Maintaining the ULTRAFLOOR® Polished Concrete System and adherence to a recommended cleaning schedule will help the floor hold its mechanically polished gloss longer and greatly reduce the absorption of spilled liquids.
- B. The treated concrete floor is easily maintained by regular cleaning with the Maintenance/Post Cleaning procedure, accompanied by Micro Polishing.
- C. Specific maintenance recommendations shall be provided by the certified ULTRAFLOOR® installer.
- D. Newly Installed ULTRAFLOOR® Polished Concrete System:
  - 1. Restrict water cleaning for 72 hours after installation of ULTRAFLOOR. Use only a dry mop to clean.
  - 2. Avoid putting mats or covering treated surface to allow coating to fully cure out.
  - 3. **DO NOT USE** cleaners that are acidic or that have citrus (de-limonene) or Butyl compounds.

### LIV. FIELD QUALITY CONTROL

- A. **Test Reports:** Provide field quality control sheen gloss reading and static coefficient of friction test results conducted as specified and recorded on floor plan diagram confirming compliance with specified performance criteria.
- B. **Static Coefficient of Friction:** A reading of not less than 0.5 for level floor surfaces shall be achieved and documented, as determined by a certified NFSI walkway auditor using the NFSI 101-A quality control test.
- C. Gloss readings should be obtained in accordance with ASTM E430, Standard Test Method for Measurement of Gloss of High-Gloss Surfaces by Abridged Goniophotometry.
- D. Readings shall be taken not less than 10' (3 m) on center in field areas and within 1' (0.3 m) of floor area perimeters.
- E. In no case shall a reading be below 2% of the specified minimum sheen.



CATALINA  
PRODUCTS  
INTERNATIONAL  
A TODAY COMPANY



# PACIFICA<sup>®</sup>

## SPECIFICATION AND INSTALLATION GUIDE

MANUFACTURED & TESTED BY



## **PACIFICA: Durable. Adaptable. Practical.**

PACIFICA composite floor coatings provide seamless wall-to-floor protection against moisture intrusion, UV degradation, and bacterial and fungal growth. With customizable options, school colors in high-traffic hallways aren't just for show. These embedded colors brilliantly camouflage day-to-day dust and debris. Plus, fast- and slow-cure options offer flexibility for quick return to service.

### **WHERE PACIFICA GOES TO WORK**

Our composite floor coatings stand up to continuous heavy traffic and work well in high-use spaces, including:

- auditoriums
- cafeterias
- classrooms
- classroom wet areas
- coaching offices
- dormitory and school hallways
- elevators
- entryways
- faculty lounge/lobbies
- garages for equipment fields
- gymnasium entrances
- health rooms
- laboratories
- library/study areas
- locker rooms
- MOT buildings
- nurse offices
- outdoor eating areas
- outdoor storage areas
- pools and surrounding walkways
- press boxes
- restrooms
- science rooms
- shade structures
- shower stalls
- STEM rooms
- team rooms
- theater areas (backstage, walkways, stage)
- administration offices
- utility/maintenance closets
- weight rooms

### **ADVANTAGES OF PACIFICA**

- **compliant:** meets USDA, FDA, EPA, SCAQMD, and VOC requirements
- **anti-microbial:** protects against bacterial and fungal growth
- **ez clean:** requires little effort to maintain
- **green building:** eligible for LEED points, produced in California from partially recycled materials
- **high shine:** gives high gloss and reflectivity to shine
- **high-traffic tolerant:** stands up to vehicle traffic and continuous pedestrian traffic
- **hot-tire resistant:** curbs delamination caused by hot tires
- **scratch resistant:** conceals minor scratches
- **UV resistant:** protects against deterioration and discoloration from intense lighting and sun exposure
- **waterproofing:** protects surfaces and underlying areas from water intrusion

### **PACIFICA CAN BE INSTALLED OVER**

- concrete
- plywood
- concrete backer board
- ceramic tile

## ASTM TESTING

	PACIFICA 200
ASTM C579 COMPRESSIVE STRENGTH	9,000 psi
ASTM D2240 HARDNESS	75-80
ASTM D4541 ADHESION TO CONCRETE	1,000 psi
ASTM D4060 ABRASION RESISTANCE	14mg loss
ASTM D570 WATER ABSORPTION	0.04%
ASTM D790 FLEXURAL STRENGTH	5,400 psi
ASTM D638 TENSILE STRENGTH	2,200 psi
ASTM D-635 FLAMMABILITY	Self Extinguishing
ASTM E-84 FLAME SPREAD/NFPA 101	Class A
ANSI 137.1 STATIC COEFFICIENT OF FRICTION (SCOF) & DYNAMIC COEFFICIENT OF FRICTION (DCOF)	> 0.42

## ASTM C722 CHEMICAL AND STAIN RESISTANCE

The following chemicals have no adverse effect on fully cured coating if removed within 24 hours:

- ammonia
- bleach
- blood
- brake fluid
- chlorine
- citric acid
- gasoline
- grease
- hard water
- lime juice
- motor oil
- mustard
- urine
- vinegar

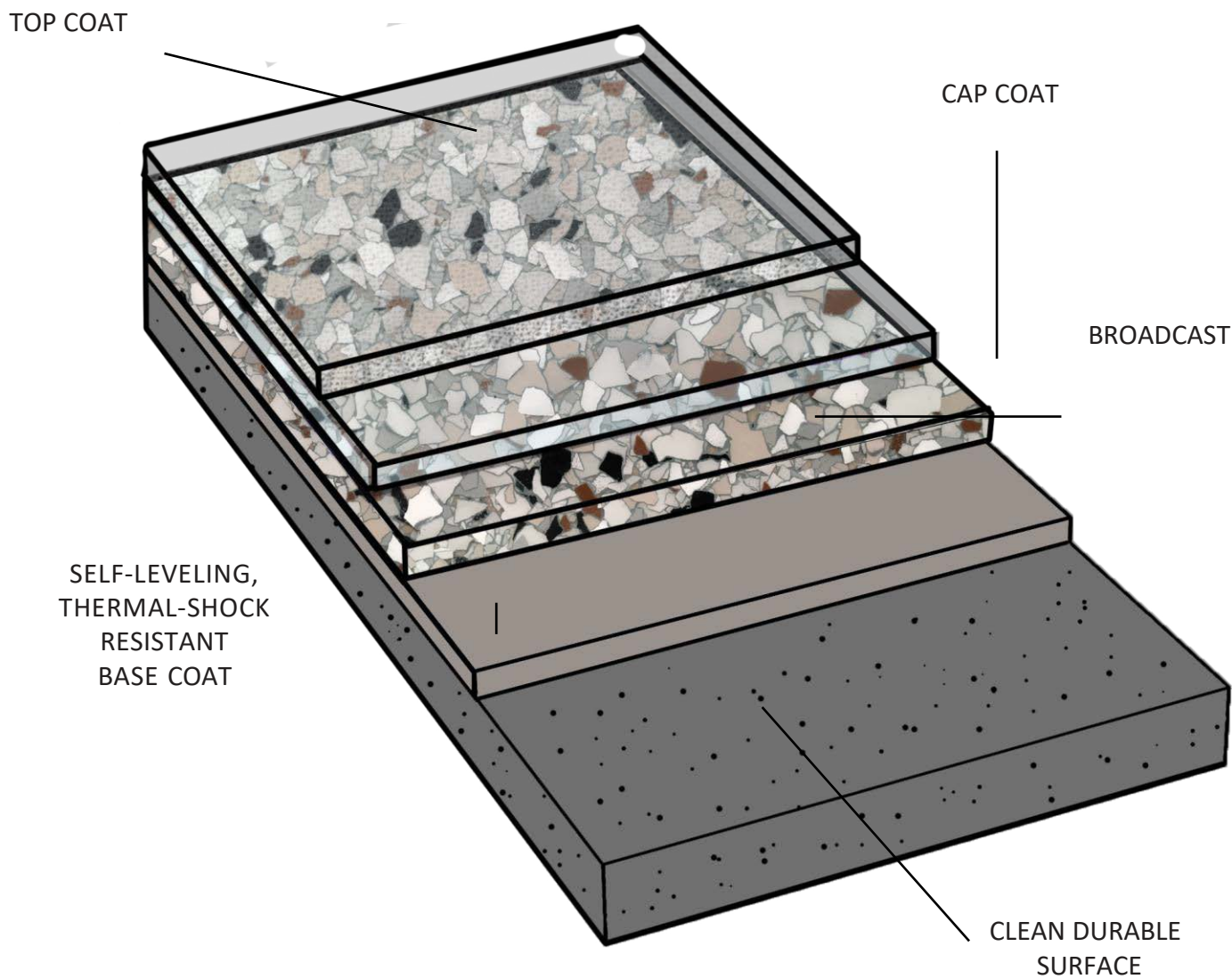
## MAINTENANCE AND CLEANING

\* PACIFICA Cleaner

Daily Cleaning	Alcohol	Tire Marks	Gum	Oil/Grease	Paint	Tar
*	*	*	*	*	*	*

### PACIFICA 200

Composite floor coating at 3/16" thick.

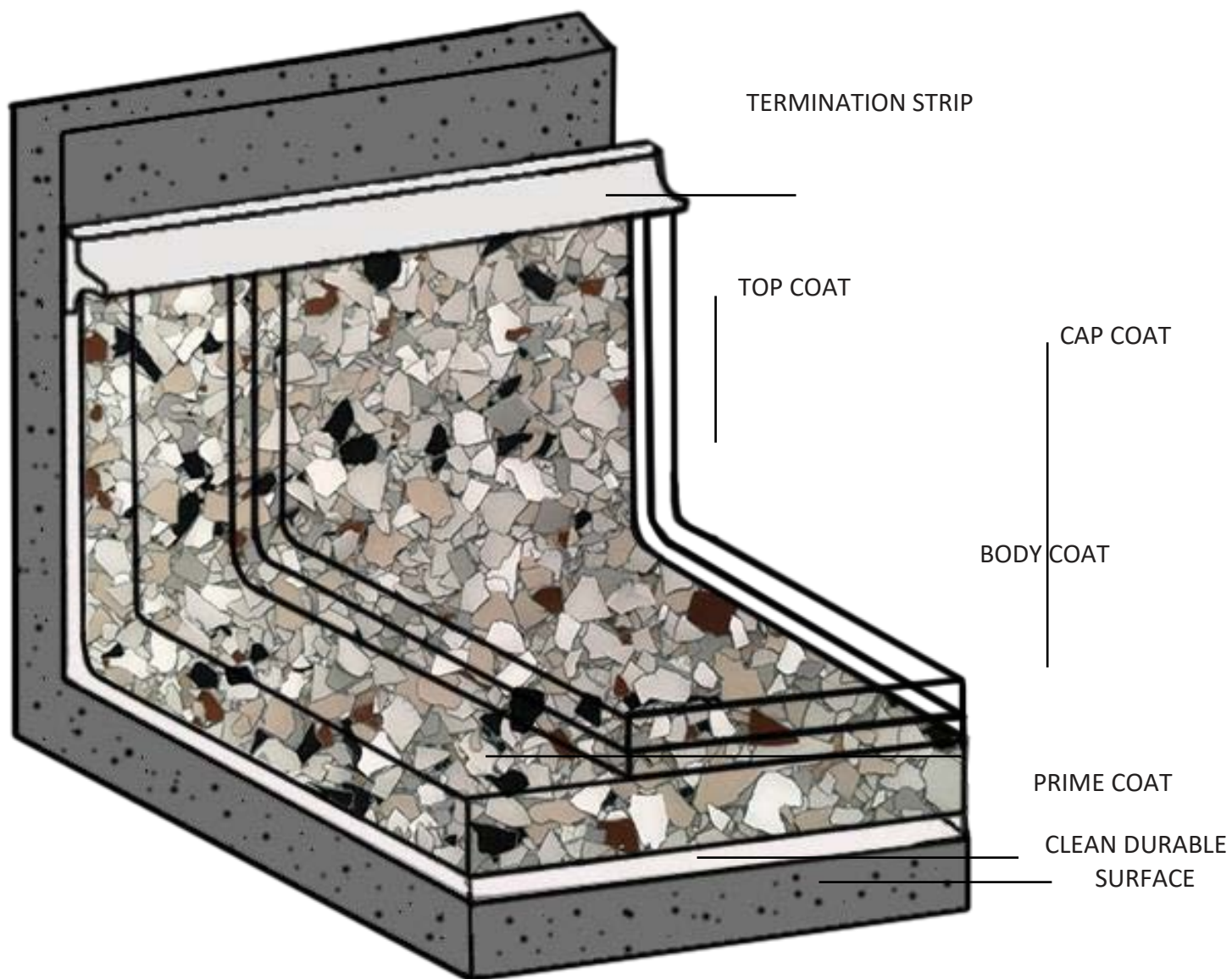


- Base Coat: Base 1 Part A + Base 1 Part B EZ or FC + Base 1 ColorPack
- Broadcast: Color Flex
- Cap Coat: TC 1 Part A EZ or FC + TC 1 Part B
- Top Coat: TC 1 Part A EZ or FC + TC 1 Part B + Non-Slip 1



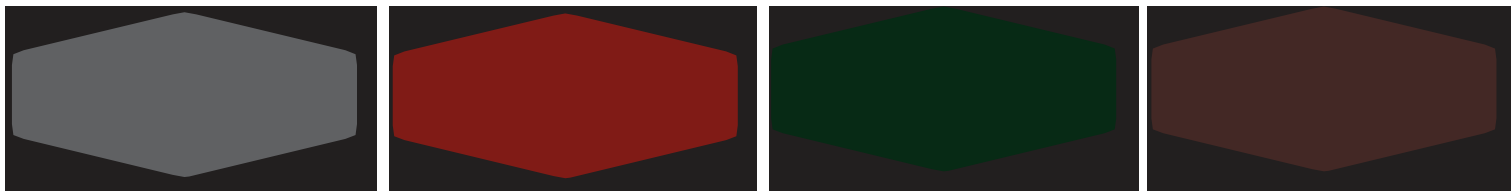
## PACIFICA COVE 200

Composite wall cove coating at 4-6" height and 3/16" width.

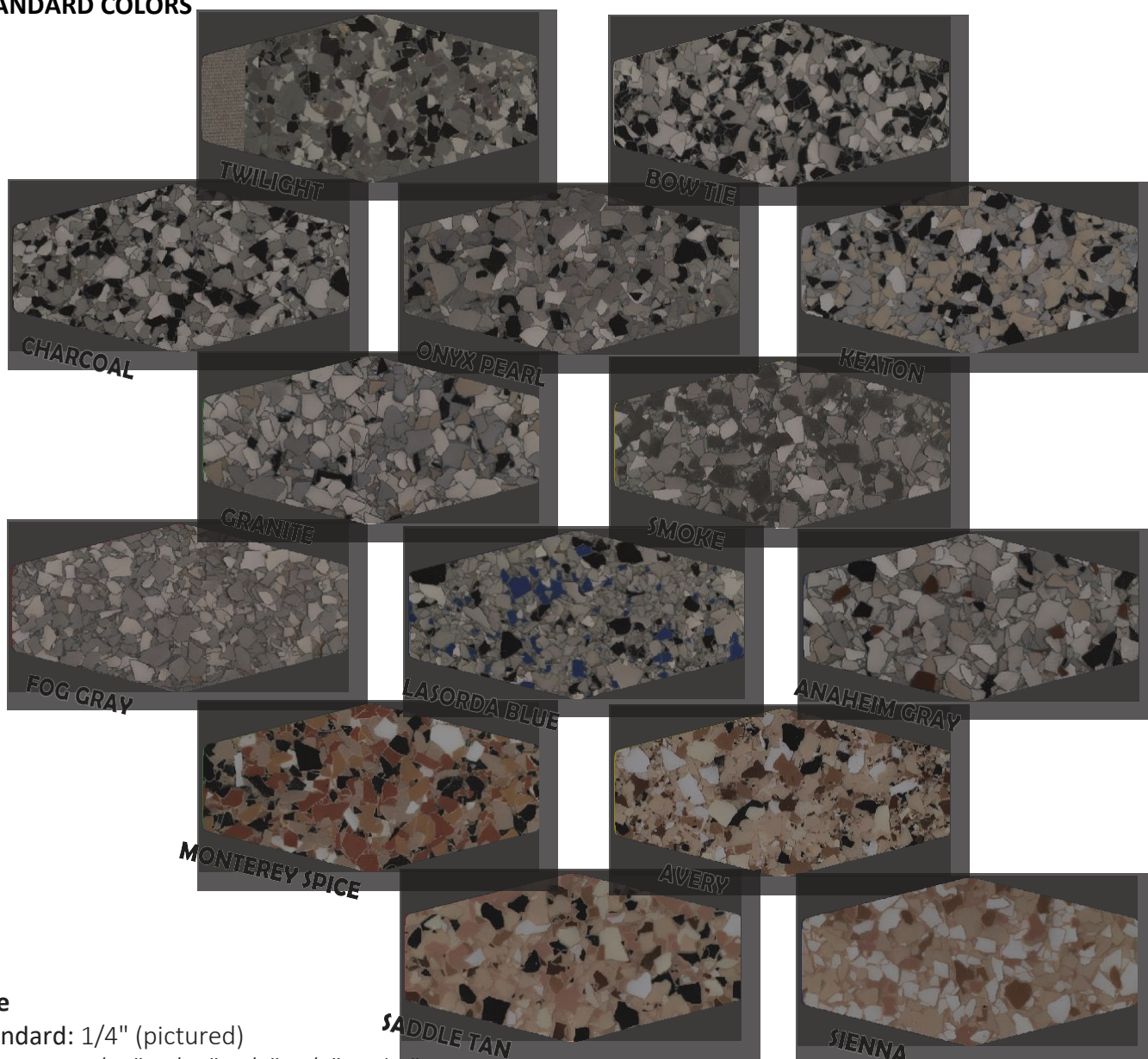


- Prime Coat: Cove 1 Part A + Cove 1 Part B EZ or FC
- Base Coat: Cove 1 Part A + Cove 1 Part B EZ or FC + Color Pack + ColorGrain
- Broadcast: Color Flex
- Cap and Top Coat: TC 1 Part A EZ or FC + TC 1 Part B

**PACIFICA 200  
BASE 1 STANDARD COLORS**



**COLOR FLEX  
STANDARD COLORS**



**Size**  
Standard: 1/4" (pictured)  
Premium: 1/32", 1/16", 1/8", 1/2" and 1"

Colors are approximate. Size of Color Flex, coating selection, substrate, mix ratio, application technique, ambient temperature, and relative humidity may affect color and texture. To order premium size or custom color, contact Catalina Products International. Allow for additional lead time. Additional fees apply.



**PRODUCT GUIDE**

PACIFICA composite floor and wall cove coatings offer multiple hardeners. Before making your selection, consider the job site temperature, MVER, applicator's skill level, and time available for installation. FC hardeners are recommended only for experienced installers or to be used at low temperatures.

Product	PACIFICA BASE 1	
	PART B EZ	PART B FC
Application Temperature	60-90°F <80% RH	40-80°F <45% RH
Working Time	30 min	10 min
Recoat Time	12 hrs	3 hrs
Full Cure	7 days	3 days

All times recorded using 1 qt. sample at ambient temperature of 70°F and 50% humidity.

Product	PACIFICA TC 1	
	PART A EZ	PART A FC
Application Temperature	<90°F <55% RH	<80°F <35% RH
Working Time	15-25 min	15-20 min
Recoat Time	4-6 hrs	2-4 hrs
Return To Service	18-24 hrs	5-6 hrs
Full Cure	5 days	3 days

\*TC 1 Part A FC recommended only when working in <250 sf increments.

All times recorded using 1 qt. sample at ambient temperature of 70°F and 50% humidity.

Product	PACIFICA COVE 1	
	PART B EZ	PART B FC
Application Temperature	60-95°F	41-85°F
Working Time	25-35 min	15-20 min
Recoat Time	7.5-36 hrs	5.5-24 hrs
Return To Service	24 hrs	10 hrs
Full Cure	7 days	5 days

All times recorded using A-Resin in 1 qt. product at ambient temperature of 70°F and 50% humidity.

## STORAGE AND HANDLING

Store materials in a cool dry place out of direct sunlight. DO NOT mix materials that are warmer than 85°F. DO NOT let water into material.

## IDEAL CONDITIONS

Apply material when temperature is decreasing—adhere to the KRETUS® Dew Point Calculation Chart available at [kretus.com/project-planning](http://kretus.com/project-planning). Do not apply under direct sunlight. Do not install if rain is forecasted during time allotted for installation.

- higher temperature and/or humidity = reduced working times
- lower temperature and/or humidity = increased working times

## TESTING AND WARRANTY

Before you begin installation, review Pre- and Post-Job Checklists available at [kretus.com/project-planning](http://kretus.com/project-planning). Test and look for any unknown site conditions and/or defects.

## ON-SITE APPLICATION TESTING

To ensure desired results are achieved, the system should be tested in a small area on site.

## SAFETY

Review current Safety Data Sheet(s) and all relevant PACIFICA documentation. Safety conditions and personal protective equipment must be considered before mixing or installing any PACIFICA product.

## SURFACE PREPARATION

### Wall cove

Before installing any PACIFICA composite wall cove coating, substrate must be

- Clean: Remove any and all contaminates.
- Profiled: Sand any uneven edges.
- Sound: Remove and replace non-durable surfaces. If water gets behind wall cove covering, it will crack. Make sure that all termination points are sealed with industrial-grade polyurethane-based caulk. Install termination strip that is compliant with current and relevant health codes.

### Concrete—when MVER < 25 lbs. (ASTM F1869) and RH < 99% (ASTM 2170)

Before installing any KRETUS® PACIFICA composite floor covering, substrate must be

- Clean: Remove any and all contaminates.
- Profiled: Mechanically prepare concrete by grinding with 16-grit diamond tooling to ICRI CSP 3. Adhere to ICRI (International Concrete Repair Institute) current standards.
- Sound: Treat all joints (terminations and transitions) and random cracks. Coatings tend to pull away from free edges—termination points (anywhere concrete ends), joints, cracks, gutters, drains.

## Ceramic tile

Before installing any PACIFICA composite floor coating, substrate must be

- (A) Clean: Remove any and all contaminates.
- (B) Profiled: Mechanically prepare tile by sanding with a 16-grit diamond brush to remove all glaze. Substrate must be porous for floor covering to adhere.
- (C) Sound: Remove any and all loose tile. Treat all joints (terminations and transitions) and random cracks with manufacturer-approved crack and joint repair. Coatings tend to pull away from free edges—termination points (anywhere tile ends), joints, cracks, gutters, drains.

## Crack and Joint Repair for Concrete and Ceramic Tile

Base Coat can be installed immediately after Crack and Joint Repair. Base Coat can be applied directly over cracks smaller than 1/8".

- Termination points: Saw cut 1/4" wide x 1/8" deep anchor joints 6" from termination points.
- Drains and gutters: Saw cut and chisel leading edges around drains and gutters to key floor covering into concrete surface. If floor has drains or gutters, maintain minimum 2% slope.
- For cracks between 1/8–1" wide: Saw cut cracks to 2x the width and 1x the depth. Remove any and all debris. Trowel Base Coat 1 to fill.
- For cracks wider than 1" and all joints: Saw cut cracks and joints to 2x the width and 1x the depth. Trowel Base 1 to fill. Lay fiberglass mesh into wet material to saturate. Trowel smooth coat of Base 1 over fiber mesh.

## Plywood

Before installing any PACIFICA composite floor coating, substrate must be

- (A) Clean: Remove any and all contaminates.
- (B) Profiled: Sand any uneven edges.
- (C) Sound: Subfloor and plywood should be no less than 1 1/4" thick. Plywood substrate must be 2 layers exterior grade with minimum 5/8" thickness. Subfloor joists must be spaced 16" on center. Replace any and all damaged plywood. Top layer plywood or concrete backer board: Add screw every 8" on edge and 6" in field. Maximum screw length should not go beyond bottom layer. Leave 1/8" joint gap. To ensure top and bottom layer joints do not line up, offset top layer by at least 2".

Joint Repair: Apply PACIFICA Base 1 with trowel. Lay fiberglass mesh into wet material to saturate. Trowel smooth coat of Base 1 over fiberglass mesh. Joints smaller than 1/8" can be sealed with industrial-grade polyurethane-based caulk.

**EQUIPMENT CHECKLIST**

**Safety**

- ACIFICA Safety Data Sheets
- air scrubber
- gloves
- hard hat
- knee pads
- respirator
- safety glasses
- safety vest

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**Mixing**

- variable speed mixing drill
- mixing blades (Jiffler double-bladed mixer)
- paint mixing sticks
- measuring pails
- 5-gallon metal or plastic mixing pails (<1,000 sf)
- 20-gallon metal or plastic mixing pails with transport (>1,000 sf)
- masking/rosin paper
- cardboard, painter's plastic
- painter's tape
- duct tape
- cooler and ice when temperature exceeds 80° F
- paint accessories—extension rods, frames, and pans
- roller covers—3/8" nap, non-shed (6", 9", 18")
- spike and loop rollers
- spiked shoes

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**Additional Tools**

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**Clean-Up**

- acetone/alcohol
- rag s
- stiff-bristle broom(s)
- cordless electric leaf blower and extra batteries

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**Surface Preparation**

- calcium chloride and pH test kit
- Wagner Rapid RH® test kit
- 10-gauge extension cords, 100'
- HEPA vacuum
- power source or generator
- Clarke 17" floor maintainer
- 17" sanding discs, 36 and 60 grit
- 17" sanding screens, 80 and 120 grit
- sanding/rubbing stones
- concrete grinding equipment
- diamond tooling

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**Application**

- chip brushes
- blades—equivalent to Midwest Rake® 1/2" wide x 3/8" depth V-notched squeegee and Easy Squeegee, flat flexible and flat rigid
- trowels—margin, 4" x 12" flat, 1"-radius cove (4" or 6" high)
- gauge rake
- spike and loop rollers
- concrete self-leveling smoothing tool—similar to QEP® Self-leveling Smoother Flooring Float

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**PRODUCT CHECKLIST**

- PACIFICA Base 1 (3-component)
- PACIFICA Base 1 Color Pack (1-component)
- PACIFICA TC 1 (2-component)
- PACIFICA Non-slip 1 (1-component)
- PACIFICA Cove 1 (2-component)
- PACIFICA Color Grain (1-component)
- PACIFICA Color Flex (1-component)
- PACIFICA Cleaner

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This serves as a general guide and is not a comprehensive list.

## MIXING STATION GENERAL OVERVIEW

Organize products, equipment, and tools to minimize delays during installation. For mixing station examples, review KRETUS® Mixing Station photo gallery available at [kretus.com/project-planing](http://kretus.com/project-planing).

Select a well-ventilated area outside of application zone and out of direct sunlight. Ideal mixing station is 4-by-4-feet or larger level surface protected by cardboard or plastic liner.

DO NOT mix or install material in confined space without proper ventilation.

### Check and Compare Like Materials

Separate products by type: PACIFICA Base 1 Parts A, Parts B, Parts C, Color Packs, PACIFICA TC 1 Parts A, Parts B, PACIFICA Color Flex, Color Grain, and Non-Slip 1.

- Parts A: Make sure products are clear.
- Parts B: Make sure products have no gelation or crystallization. If this occurs, contact seller.
- Parts C: Make sure material is dry and undamaged. Moisture will cause material to clump. Clumps should be sifted prior to mixing or discarded.
- Base 1 Color Pack or Color Flex or Color Grain: Check to see that colors and batch numbers are the same. If different, box (or mix) batches to keep color consistent throughout application. Make sure material is dry and undamaged. Moisture will cause material to clump. Clumps should be sifted prior to mixing or discarded.
- Non-Slip 1: Make sure material is dry and undamaged.

Only combine products within the same product line. DO NOT mix one product's Part A with a different product's Part B, Part C, or Color Pack. For example, only mix TC 1 Part A EZ or FC with TC 1 Part B.

### GENERAL MIXING GUIDE

- For Base 1 or Cove 1: Use a high-RPM, high-torque drill and Jiffler double-bladed mixer.
- For TC 1: Use a low-RPM, low-torque drill and Jiffler double-bladed mixer.

DO NOT mix materials by hand.

Premeasure components before combining. Mix materials in clean buckets. Use paint stick to scrape sides and bottom of mixture. Change mix buckets every 2–5 batches. Use all material immediately after mix. Buildup on bucket or transfer of buildup to new batch can shorten product's working time.

DO NOT mix more product than can be applied in the working time allotted. DO NOT leave mixed material in mass. REMEMBER more material = more heat. Mixing large batches will shorten a product's working time.



**SYSTEM ACTION GUIDELINE**

**PACIFICA 200**

This serves as a general installation guide. Before you begin, review all relevant documents. If you need assistance, contact KRETUS® at least 72 hours before installation.

**NOTE:** If MVER (moisture vapor emission rate) is higher than 25 lbs. per 1,000 sf in a 24-hour period, contact KRETUS® for moisture control solutions.

Begin cove application before floor application.

	<b>1 BASE COAT (Color)</b>	<b>2 BROADCAST (Color)</b>	<b>3 SCRAPE AND SAND</b>	<b>4 CAP COAT (Clear)</b>	<b>5 TOP COAT (Clear)</b>
<b>PRODUCT</b>	Base 1 + BCP (Base 1 Color Pack)	1/4" Color Flex	small areas: pole sander large areas: floor maintainer	TC 1	TC 1 + NS (Non-Slip 1)
<b>STANDARD KIT MIX RATIO</b>	A:B:C:BCP = 8 lbs.:8 lbs.:25 lbs.:4 oz.	N/A	N/A	A:B = 1 gal.:1 gal.	A:B:NS = 1 gal.:1 gal.:16 oz.
<b>MIXING INSTRUCTIONS</b>	Mix A with BCP for 15 sec. Add B and mix for 30 sec. Slowly add C and mix for 2 min.	N/A	N/A	Mix A with B for 1 min.	Mix A with Part B for 1 min. Add NS and mix for 1 minute.
<b>METHOD/TOOLS</b>	Work in 500 sf increments: 1. Apply coating with 1/2"x 3/8" V-notched squeegee and/or 1/8" gauge rake, and loop/spiked roller. Smooth any marks with self-leveling smoothing tool. 2. If using FC hardener, wait 5 min. For EZ hardener, wait 10-15 min. 3. Broadcast media to refusal.		When broadcast coat is dry, scrape and sweep loose media. Sand any uneven surfaces. Vacuum and remove any loose material.	Apply with flat flexible blade and backroll with 3/8" non-shed nap roller.	Apply with flat flexible blade and backroll with 3/8" non-shed nap roller.
<b>RECOAT TIME</b>	Fast- and slow-cure hardeners available. See Product Guide.		When loose material is removed and surface is clean.	Fast- and slow-cure hardeners available. See Product Guide.	
<b>COVERAGE RATE</b>	50-60 sf/kit	0.20-0.25 lb./sf	N/A	300-400 sf/kit	750-850 sf/kit

**NOTE:** Coverage rates for estimating purposes only. Factors such as waste, unusual/abnormal substrate conditions, and other unforeseen jobsite conditions may affect actual product yields and are the responsibility of the installer.





**SYSTEM ACTION GUIDELINE**

**PACIFICA 200 COVE**

This serves as a general installation guide. Before you begin, review all relevant documents. If you need assistance, contact KRETUS® at least 72 hours before installation.

**NOTE:** Install termination strip before cove application. For all applications, do not mix more material than can be used in 10-20 min.

For seamless look, apply Top Coat to cove and floor at the same time.

	1 PRIME COAT (Color)	2 BODY COAT (Color)	3 BROADCAST	3 SAND & SWEEP	4 CAP COAT (Clear)	5 TOP COAT
<b>PRODUCT</b>	Cove 1	Cove 1 + CG (Color Grain)	1/4" Color Flex	hand stone, pole sander, or abrasive wheel	TC 1	TC 1
<b>STANDARD KIT MIX RATIO</b>	A:B = 1 gal.:1/2 gal.	A:B:CG = 1 gal.:1/2 gal.:1 bag  Small batch(recommended): A:B:CG = 1 qt.:1/2 qt.:4-5 qts.	N/A	N/A	A:B = 1 gal.:1 gal.	A:B = 1 gal.:1 gal.
<b>MIXING INSTRUCTIONS</b>	Mix A with CC until color is uniform. Add B and mix for 2 min.	Mix A with TSC until color is uniform. Add B and mix for 2 min. Slowly add CG and mix for 1 min.	N/A	N/A	Mix A with B for 2 min.	Mix A with B for 2 min.
<b>METHOD/ TOOLS</b>	1. Install Prime Coat with miniroller and/or brush. 2. Use margin, flat, and/or 1"-radius cove trowel to apply Body Coat. Use brush and acetone to smooth edges. <b>NOTE:</b> If Prime Coat becomes dry, apply more before installing Body Coat. 3. Broadcast Color Flex directly into wet Body Coat.			When coat is dry, sand any uneven surfaces. Sweep and vacuum loose material.	Apply with brush and smooth with 3/8" non-shed nap roller. <b>NOTE:</b> For uniform look, broadcast chip over any bald spots.	Apply with brush and smooth with 3/8" non-shed nap roller.
<b>RECOAT TIME</b>	Install Body Coat immediately after Prime Coat.	Fast- and slow-cure hardeners available. See Product Guide.		When loose material is removed and surface is clean.	Fast- and slow-cure hardeners available. See Product Guide.	
<b>COVERAGE RATE</b>	300-375 lft/kit	60 lft/kit @ 4" 40 lft/kit @ 6"	0.10-0.15 lb./sf	N/A	300-375 lft/kit	300-375 lft/kit

**NOTE:** Coverage rates for estimating purposes only. Factors such as waste, unusual/abnormal substrate conditions, and other unforeseen jobsite conditions may affect actual product yields and are the responsibility of the installer.









# BID FORMS

Appendix

A large, white, serif capital letter 'B' is centered within a vertical gray rectangular background.

## **BID FORMS**

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- I. The Irvine USD, at its sole discretion, may add or remove a number of rooms at each location during each of the contract terms.
- II. Notice to Contractor: All materials to be installed are to be received as a completed project. All sundry items, adhesives, seam welds, seam sealers, and any associated item necessary for a completed project is to be included in the prices below.
- III. School district will supply carpet material and permanent “Rough Idea” matting material only. All other items needed for a complete job will be the responsibility of the contractor.
- IV. Carpet and “Rough Idea” matting materials will be delivered to the contractor’s designated receipt location within six (6) to eight (8) weeks prior to the scheduled installation date.
- V. Contractor will be responsible for delivering, storing, and warehousing materials for the term of the contract. All cost associated with delivery and pick up of carpet and “Rough Idea” matting (other than the original delivery) will be the sole responsibility of the contractor.
- VI. Term: The District intends to award an initial one (1) year term with up to four (4) one (1) year extensions, not to exceed a total of five (5) years to the Contractor offering the lowest responsive and responsible bid, meeting District specifications.  
Year 1: July 1, 2019 through June 30, 2020 .  
Year 2: July 1, 2020 through June 30, 2021 .  
Year 3: July 1, 2021 through June 30, 2022 .  
Year 4: July 1, 2022 through June 30, 2023 .  
Year 5: July 1, 2023 through June 30, 2024 .

**SCHOOL BASIS OF AWARD****(EXAMPLE OF SITE CONDITIONS ONLY)**

*I. This form must be included with your bid submittal.*

<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total</u></b>
Soft Surface Flooring Material (PVC Free EliteFlex 6 ft roll goods)	square yards	4,280	Supplied by district.	0
Soft Surface Flooring Installation (PVC Free EliteFlex 6 ft roll goods)	square yards	4,280		
Removal of existing carpet (ActionBac)	square yards	4,280		
Standard carpet floor preparation	manhours	60		
4" Burke wall base (commercial colors)	linear feet	4,708		
"Slim Line Non Impact Transition Piece" (furnish and install)	Per 12 ft' piece	240 lf		
Furniture moving – standard classroom	4 manhours per room	40 rooms	per 4 hours	
Material – Ecore Bounce 2	square feet	3,000		
Installation – Ecore Bounce 2	square feet	3,000		
"Rough Idea" Mat System Installation	square yards	90		
Vinyl Tile (material) "HVT 5mm Acoustical back goods"	square yards	107		
Vinyl Tile Installation "HVT 5mm Acoustical back goods"	square yards	107		
Sheet Vinyl (material) Altro Kitchen "Classic 25"	square yards	107		
Sheet Vinyl Installation Altro Kitchen "Classic 25"	square yards	107		
Heat Weld Seams (Rod)	linear feet	100		
Self Cove and Cap	linear feet	120		
Self Cove (Includes cove stick and cap metal)	linear feet	220		

**SCHOOL BASIS OF AWARD****(EXAMPLE OF SITE CONDITIONS ONLY)**

*II. This form must be included with your bid submittal.*

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
VCT Material – 12x12 Standard Excelon	square feet	1,070		
VCT Installation – Standard Excelon	square feet	1,070		

**Urethane Concrete Coating**

*3/16 Urethane concrete to include the following application (concrete/on grade)*

**Day One**

*Step One:* Existing floor removal and disposal

*Step Two:* Diamond grind surface until all existing debris is removed and open face remains

*Step Three:* Saw cut (v route) all open cracked surfaces greater than 1/16 in diameter

*Step Four:* Fill all open cold joints and cracked areas to receive urethane concrete

*Step Five:* While the urethane is still wet, apply fiberglass to all joint and cracked areas to receive urethane concrete

**Day Two**

*Step One:* Apply urethane concrete to entire surface area to receive new coating

*Step Two:* Apply color chip to the point of refusal

**Day Three**

*Step One:* Remove all excess color chips

*Step Two:* Apply clear “hard coat” to entire surface area. Allow three hours to dry

*Step Three:* Apply ceramic bead (slip confidant)

*Step Four:* Apply top coat (2 full days- back to service. Seven days prior to first cleaning)

			<b>Unit Cost</b>	<b>Total</b>
Supply and install	square feet	1,000		
Existing Terrazzo (Cast in place concrete base)				
Action: Sand and polish existing terrazzo materials.			<b>Unit Cost</b>	<b>Total</b>
Horizontal surfaces	square feet	300		
Vertical surfaces	square feet	100		

Existing gym floor surface application of finish

Please note that this costing does not include restoration of existing gym floors: (sanding, restriping, and application of new finish).

Gym floor is a Yonkers white maple floor and the refinishing product is Hillyard.

Action: Surface preparation and application of approved gym floor finish.

			<b>Unit Cost</b>	<b>Total</b>
	square feet	2,000		

**SCHOOL BASIS OF AWARD-**  
**(EXAMPLE OF SITE CONDITIONS ONLY)**

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*III. This form must be included with your bid submittal.*

<b>Grand Total:</b>	\$
<b>Grand Total Written Out:</b>	

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**NOTE:**

This form must be completed in its entirety as it will be used for the Basis of Award.

Please add up each **Total** in sections I and II above and provide the **Grand Total** in section III.

**The *Grand Total* must be listed on Bid Form page 1.**

End of Basis of Award

**PERMANENT MATTING MATERIAL AND INSTALLATION QUOTE SHEET**

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- I.** *This must be included with your bid submittal.*
- II.** Price must include delivery and storage cost.
- III.** Installation shall include receiving materials, delivery of materials, installation of materials, disposal of scraps, primers, sealers, sundry items, and any labor related items that are associated with installation.
- IV.** Installation shall not include the following: demo of existing floor, disposal of existing materials, floor preparation, wall base, and furniture moving.

<b><u>Product Description</u></b>	<b><u>Price per Unit</u></b>	<b><u>Unit Measurement</u></b>
Material – “Rough Idea” Matting 6 ft cushion dry back	\$	per yard
Installation - “Rough Idea” Matting 6 ft cushion dry back	\$	per yard

## RESILIENT FLOORING MATERIAL & INSTALLATION QUOTE SHEET

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- I.*** *This must be included with your bid submittal.*
- II.*** Price shall include all delivery and storage costs.
- III.*** Installation shall include receiving materials, delivery of materials, installation of materials, disposal of scraps, primers, sealers, sundry items, and any labor related items that are associated with installation.
- IV.*** Installation shall not include the following: demo of existing floor, disposal of existing materials, floor preparation, wall base, furniture moving, and matting material

<u>Product Description</u>	<u>Price of Material per Unit</u>	<u>Price of Labor per Unit</u>	<u>Unit Measurement</u>
Altro "Symphonia" roll vinyl goods	\$	\$	per yard

**WALL BASE AND REDUCER MATERIAL AND INSTALLATION**  
**QUOTE SHEET**

- I.** *This must be included with your bid submittal.*
- II.** Price shall include all delivery and storage costs.
- III.** There is a 20 square yard minimum purchase requirement.

<b><u>Product Description</u></b>	<b><u>Price of Material and Installation per Unit</u></b>	<b><u>Unit Measurement</u></b>
Burke Commercial Colors – 2 ½"	\$	per linear foot
Burke Commercial Colors – 4"	\$	per linear foot
Burke Commercial Colors – 6"	\$	per linear foot
Burke Decorator Colors – 2 ½"	\$	per linear foot
Burke Decorator Colors – 4"	\$	per linear foot
Burke Decorator Colors – 6"	\$	per linear foot
Burke Snap Down Reducer	\$	per linear foot
Nail and Clamp Down Reducer	\$	per linear foot
2 Plate Reducer	\$	per linear foot



## INSTALLATION OF POLISHED CONCRETE

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- I. GENERAL
  - A. ***This must be included with your bid submittal.***
  - B. This work is for installation of district provided carpet material, if applicable.
  - C. Materials price must include shipment and delivery costs.
  - D. Material and installation price categories may be listed separately.
- II. MINIMUMS
  - A. Polished concrete has a minimum of 65 yards.
- III. PRICING
  - A. NOTE - PRICING MUST BE THE SAME AS QUOTED ON THE BASIS OF AWARD.
- IV. MATERIAL
  - A. Include the following:
    - 1. Shipment
    - 2. Delivery
    - 3. Material packaging
    - 4. 24 hour delivery notice
- V. INSTALLATION
  - A. Include the following:
    - 1. Installation of materials
    - 2. Removal of surface paste exposing fine aggregates near the surface of the concrete based on the level desired
    - 3. Adhesives
    - 4. Specialty tools
    - 5. Equipment
    - 6. Primers
    - 7. Sealers
    - 8. Sundry items
    - 9. Material handling and inspection
    - 10. Project management
    - 11. Manufacturer's installation guidelines
    - 12. Any labor related items that are associated with installation
  - B. Installation shall not include the following:

1. Wall base and trim pieces
2. Demo of existing flooring and wall base
3. Disposal of existing materials
4. Furniture moving
5. Moisture mitigation

VI. Unit Price Chart for Polished Concrete Material and Installation

<b><u>Description</u></b>		<b><u>Price</u></b>	<b><u>Unit of Measure</u></b>
Gloss Attainment			
(1) Level A	Low Gloss	\$	square foot
(2) Level B	Medium Gloss	\$	square foot
(3) Level C	High Gloss	\$	square foot
Cut Levels			
(1) Level 1	Light	\$	square foot
(2) Level 2	Slightly Deeper	\$	square foot
(3) Level 3	Deep	\$	square foot

**URETHANE CONCRETE MATERIAL**  
**AND INSTALALTION QUOTE SHEET**

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- I.** *This must be included with your bid submittal.*
- II.** Price shall include all delivery and storage costs.
- III.** Price shall include all things necessary for a professional job, including concrete scraping, sanding, bead blasting, etc.
- IV.** Substrate is to be on-grade concrete and lightweight concrete.
- V.** There is a nine (9) square yard minimum purchase requirement.

***Day One***

- Step One: Existing floor removal and disposal
- Step Two: Diamond grind surface until all existing debris is removed and open face remains
- Step Three: Saw cut (v route) all open cracked surfaces greater than 1/16 in diameter
- Step Four: Fill all open cold joints and cracked areas to receive urethane concrete
- Step Five: While the urethane is still wet, apply fiberglass to all joint and cracked areas to receive urethane concrete

***Day Two***

- Step One: Apply urethane concrete to entire surface area to receive new coating
- Step Two: Apply color chip to the point of refusal

***Day Three***

- Step One: Remove all excess color chips
- Step Two: Apply clear "hard coat" to entire surface area. Allow three hours to dry
- Step Three: Apply ceramic bead (slip confidant)
- Step Four: Apply top coat (2 full days- back to service. Seven days prior to first cleaning)

Material and installation / Unit Price per SF. \$  Total \$

Total:

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Total Written Out:

## PRICE SCHEDULE – RESILIENT FLOORING

### MATERIAL AND INSTALLATION

---

- I. GENERAL
  - A. *This must be included with your bid submittal.*
  - B. Materials price must include shipment and delivery costs.
  - C. Material and installation price categories may be listed separately.
- II. MINIMUMS
  - A. Roll goods have a 65 yard minimum purchase requirement
  - B. Tile has a one (1) carton minimum purchase order requirement.
- III. PRICING - MATERIAL
  - A. Include the following:
    - 1. Shipment
    - 2. Delivery
    - 3. Material packaging
    - 4. 24 hour delivery notice
- IV. PRICING - INSTALLATION
  - A. Include the following:
    - 1. Installation of materials
    - 2. Adhesives
    - 3. Specialty tools
    - 4. Primers
    - 5. Sealers
    - 6. Sundry items
    - 7. Material handling and inspection
    - 8. Project management
    - 9. Manufacturer's installation guidelines
    - 10. Any labor related items that are associated with installation
  - B. Installation shall not include the following:
    - 1. Demo of existing flooring and wall base
    - 2. Disposal of existing materials
    - 3. Floor preparation
    - 4. Equipment mov

**PRICE SCHEDULE – RESILIENT FLOORING**  
**MATERIAL AND INSTALLATION**

5. Furniture moving
6. Moisture mitigation

V. UNIT PRICE CHART FOR MATERIALS

<b><u>Product</u></b>	<b><u>Material Type</u></b>	<b><u>Size</u></b>	<b><u>Price of Material Per Unit</u></b>	<b><u>Unit Measurement</u></b>
Altro Kitchen “Classic 25”				
			\$	per square foot
HVT 5 mm Acoustical Backing				
			\$	per square foot

\*Indicate the exact price in the Basis of Award.

VI. Unit Price Chart Installation

<b><u>Product</u></b>	<b><u>Material Type</u></b>	<b><u>Installation Unit</u></b>	<b><u>Price of Installation Per Unit</u></b>	<b><u>Unit Measurement</u></b>
Altro Kitchen “Classic 25”				
			\$	per square foot
HVT 5 mm Acoustical Backing				
			\$	per square foot

\*Indicate the exact price in the Basis of Award.

## PRICE SCHEDULE – CARPET CLEANING SERVICE

---

### I. GENERAL

- A. *This must be included with your bid submittal.*
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

### II. REQUIREMENT

- A. Invista Corporation is to approve carpet cleaning chemistry.

### III. PRICING - SERVICE

- A. Service includes all necessary items for a completed project.
- B. Price includes all services and chemistry listed in the specifications
- C. Work is to be non-prevailing rates.
- D. Work is to be performed during non-regular hours (shift work).

### IV. Unit Price Chart for Cleaning Service

<u>Service Description</u>	<u>Price of Cleaning Service per Unit</u>	<u>Unit Measurement</u>
Five (5) step cleaning process	\$	per square foot
Above grade areas (additional)	\$	per square foot
Furniture moving	\$	per manhour
Ozone air cleansing	\$	per hour

## ANCILLARY ITEMS <sup>1</sup> – REMOVAL AND DISPOSAL

---

- I.** *This must be included with your bid submittal.*
- II.** Removal and disposal shall include all associated costs such as trash bags, dumpsters, transportation, tipping fees, etc.
- III.** Substrates include lightweight concrete, standard cast in place concrete and wood.
- IV.** All tile and hard surface material, including adhesives, shall be 100% free of any asbestos containing materials.

<u>Product Description</u>	<u>Price of Removal and Disposal per Unit</u>	<u>Unit Measurement</u>
Existing Flooring Materials	\$	per yard
Latex Backed Carpet	\$	per yard
Hot Melt Backed Carpet	\$	per yard
Unitary Backed Carpet	\$	per yard
Rubber Backed Carpet	\$	per yard
Vinyl Backed Carpet	\$	per yard
VCT	\$	per linear foot
Sheet Vinyl	\$	per yard
Linoleum Vinyl	\$	per yard
Wood Panel Sub Flooring	\$	per linear foot

**ANCILLARY ITEMS <sup>2</sup> – FURNITURE MOVING, FURNITURE STORAGE CONTAINERS, FLOOR PREPARATION, AND CONCRETE VAPOR EMISSION RETARDER SEALANT**

**I. This must be included with your bid submittal.**

**II. Furniture Moving in a Standard Classroom**

- A. 32 student desks
- B. 1 teacher's desk
- C. 4 bookcases
- D. 25 boxes
- E. 3 rolling cabinets
- F. No loose items

<u>Description</u>	<u>Price or Amount</u>	<u>Unit Measurement</u>
Amount of Man Hours		n/a
Charge per Man Hour	\$	per man hour
Standard Man Hour Rate for Regular Time	\$	per man hour
Man Hour Rate for Saturday	\$	per man hour
Man Hour Rate for Sunday	\$	per man hour

**III. Furniture Moving in a Modular Classroom**

- A. The modular lift is to include carpet tile installation and demo of existing flooring with no loose items.
- B. Cost is per desk section with a minimum of four (4).

<u>Price</u>	<u>Unit Measurement</u>
\$	per yard



**IV. Furniture Cargo / Containers**

- A. Provide a standard 10'x20' enclosed cargo container for a maximum of 45 days.  
 B. Price is to include delivery, locks, placement and pick-up.

<b>Price</b>	<b>Unit Measurement</b>
\$	per container

**V. Floor Preparation for Carpet in a Standard Classroom**

<b>Description</b>	<b>Price or Amount</b>	<b>Unit Measurement</b>
960 square feet of concrete with no anomalies		amount of man hours
960 square feet of concrete with no anomalies	\$	per man hour
Standard Man Hour Rate for Regular Time	\$	per man hour
Man Hour Rate for Saturday	\$	per man hour
Man Hour Rate for Sunday	\$	per man hour

**VI. Floor Preparation for VCT and Sheet Vinyl in a Standard Classroom**

<b>Description</b>	<b>Price or Amount</b>	<b>Unit Measurement</b>
960 square feet of concrete with no anomalies		amount of man hours
960 square feet of concrete with no anomalies	\$	per man hour
Standard Man Hour Rate for Regular Time	\$	per man hour
Man Hour Rate for Saturday	\$	per man hour
Man Hour Rate for Sunday	\$	per man hour

**VII. Wood Panel Floor Re-Sheeting, With a Minimum of 320 Square Feet**

<b>Price</b>	<b>Unit Measurement</b>
\$	per foot

**VIII. Concrete Vapor Emission and Moisture Proofing**

- A. Price shall be based on pounds of vapor emission per 1,000 square feet of concrete.
- B. Price shall represent the cost of material, the application of material, bonding, insurance, and any other necessary items that may not be listed.
- C. If bead blasting is required the price shall reflect that costing.

<u>Description</u>	<u>Price or Amount of Material &amp; Labor</u>	<u>Unit Measurement</u>
5 – 8 pounds MVER	\$	per square foot
8 – 10 pounds MVER	\$	per square foot
10 – 12 pounds MVER (Koester)	\$	per square foot
Plastic Protection	\$	per square yard

**IX. Concrete Vapor Emission Chemicals and Application**

- A. Contractor will be responsible for the listed items:
  - 1. Warranties
  - 2. Sundries, equipment, applicators, and tools
  - 3. Chemicals, delivery, and disposal
  - 4. Compatibility issues
  - 5. Substrate preparation
  - 6. Bead blasting
  - 7. Protection
  - 8. Plastic coverings
  - 9. Concrete vapor emission testing
- B. Contractor will be responsible for any other related items that may not be listed.

**X. Carpet Manufacturer Approved Carpet Protection**

<u>Description</u>	<u>Price of Application and Disposal</u>	<u>Unit Measurement</u>
Paper	\$	per square foot
Plastic	\$	per square foot

**ANCILLARY ITEMS<sup>3</sup> – RUBBER FLOORS, STAIR TREADS AND TRIMS**  
**QUOTE SHEET**

---

- I.*** *This must be included with your bid submittal.*
- II.*** Minimum installation area shall be 500 square feet.
- III.*** Installation shall include adhesives, labor, storage, and delivery.

<b><u>Product Description</u></b>	<b><u>Price of Material &amp; Installation per Unit</u></b>	<b><u>Unit Measurement</u></b>
Ecore “Bounce 2”	\$	per square foot

**ANCILLARY ITEMS <sup>4</sup> – CARPET MATERIAL INSTALLATION**  
**QUOTE SHEET**

---

- I.** *This must be included with your bid submittal.*
- II.** The installation price shall include all sundry items necessary to install the flooring material, which includes primers, adhesives, sealers, and welding agents.
- III.** The price does not include demolition of existing floor, floor preparation, wall base, etc.

<b><u>Product Description</u></b>	<b><u>Price of Installation per Unit</u></b>	<b><u>Unit Measurement</u></b>
EliteFlex Cushion 6' Roll Goods	\$	per yard

**WORK ORDER**

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**WORK ORDER**

THIS AGREEMENT is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter called the "CONTRACTOR" and IRVINE UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT".

WITNESSETH: The parties do hereby contract and agree as follows:

1. The District in agreement with \_\_\_\_\_ (flooring contractor's name) agrees to expedite complete work at the following District

a.	b.
c.	d.

2. Pricing, material usage, and approval will be based on the agreed proposals provided by (contractor) on \_\_\_\_\_ (date).

3. Services shall commence on \_\_\_\_\_ (date) and be completed by \_\_\_\_\_ (date).

4. Hours available to work are as follows: 6:00 am - 9:00 pm, Monday through Saturday.

5. District contacts for work under this Agreement: Joe Hoffman, Director. Phone: (949) 936-5300

6. Requirements:

\_\_\_\_\_ Purchase Order to Execute

7. Contractor's Warehouse Location (address):

\_\_\_\_\_  
\_\_\_\_\_

Acknowledgements to Requirements Above:

Company Name  
Company Street Address  
Company City, State, Zip  
Company Telephone Number  
Company Fax Number

Irvine Unified School District  
100 Nightmist  
Irvine, CA 92618  
Phone (949) 936-5300  
Fax (949) 936-5309

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Joe Hoffman, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX B**

**Special Conditions**

### Special Conditions

1. The work consists of, but is not limited to, the installation of new materials and removal of and replacement of existing asphalt.
2. This initial term of the contract will be one (1) year commencing July 1, 2019 and continuing in full force and effect through June 30, 2020, with an option to extend the by mutual written agreement between the successful bidder and the District for four (4) twelve-month (12-month) increments for an option period not to exceed forty-eight (48) months. In no event will the contract, including extensions, exceed sixty (60) months.
3. The contractor shall provide all labor, equipment, tools, and material necessary to complete this work.
4. The contractor shall exercise extreme caution in demolition and removal of carpet and resilient flooring.
5. The raising and lowering of utility boxes to finish grade shall be part of the contract.
6. Any damage to buildings, grounds, pavement, etc., resulting from the construction operation shall be repaired by the contractor in an approved manner at no cost to the District.
7. The contractor shall comply with all applicable codes, ordinances, and safety regulations.
8. The contractor shall exercise all reasonable and necessary means to abate undue dust and noise at all times.
9. The contractor shall notify the Director of Maintenance and Operations or his representative a minimum of two days in advance before starting any phase of this contract. At that time, a starting priority per site will be established.
10. The District reserves the right in its sole discretion to use other carpet and resilient flooring contractors for work required by the District.
11. The contractor shall, at all time, keep the job site free from accumulation of waste material or rubbish, maintain area in a neat, orderly manner, and leave job site in a broom clean condition at the completion of each day's work. All debris shall be disposed of off the job site by successful bidder. The successful bidder shall exercise all reasonable and necessary means to abate undue dust and noise at all times.
12. The contractor will maintain a 100% payment bond for each job amount that exceeds \$25,000.
13. A Notice of Completion will be required on all individual jobs of \$92,600 or more, and a five (5) percent retention will be held on those jobs.



14. Payments will be made by the District within thirty (30) days of submittal of invoice, providing the job has been accepted by District inspectors. Five (5) percent retention will be withheld until the District's Governing Board has accepted the job as satisfactorily completed.
15. All removed carpet shall be recycled and the District shall be provided with a reclamation certificate.

## **APPENDIX C**

### **General Conditions**

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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.

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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](http://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, 8<sup>th</sup> 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.