



Irvine Unified School District
Orange County, CA

Bid No. 16/17-01MO
District Administration Office
Translucent Panel Replacement

Bid Deadline: April 21, 2017 at 11:00 am

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



Bid No. 16/17-01MO, District Administration Office Translucent Panel Replacement

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

+Items which successful bidder must submit after the award.



NOTICE CALLING FOR BIDS

District: **Irvine Unified School District**
Bid Deadline: **Friday, April 21, 2017 at 11:00 am**
Place of Bid Receipt: **Irvine Unified School District
Maintenance & Operations Office
100 Nightmist, Irvine, CA 92618
Bid No. 16/17-01MO,
District Administration Office Translucent Panel Replacement**

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. 16/17-01MO, District Administration Office Translucent Panel Replacement.**

Project documents will be available on March 31, 2017 as a download at http://iusd.org/district_services/purchasing/CurrentBidsandRFPs.html.

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 B**. Any bidder not so licensed at the time of the bid opening will be rejected as nonresponsive.

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

Any bidder interested in this bid must attend. Bidders not in attendance for the entirety of the mandatory meeting will be deemed ineligible on this project. A mandatory sign-in sheet will be required.

Date: Tuesday, April 11, 2017
Time: 10:00 am
Location: District Office, 5050 Barranca, Irvine, CA 92604-4652 – at the front entrance, by the flag pole

Questions regarding the bid must be received via e-mailed to the attention of Matthew Nicholson at bids@rrcarch.com by Friday, April 14, 2017 at 11:00 am.

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

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

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

Irvine Unified School District
Governing Board

By: Maria Ragas
Purchasing Agent

Advertise: Orange County Register; March 31 & April 7, 2017



INFORMATION FOR BIDDERS

WARNING:

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

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

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

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



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

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

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

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



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

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

10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT via email to the attention of Matthew Nicholson at bids@rrcarch.com by Friday, April 14, 2017 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. 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. 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 Project Documents. Labor Code Section 1861.

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 Affidavit. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.

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

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

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

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



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

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

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

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

30. 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. The number of executed copies of the Agreement, the Faithful Performance Bond, and the Payment Bond required is **Three (3)**.



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, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, 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, drawings, specifications, 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:

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

(Use Words) (Use Figures)

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

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



3. The required bid security is attached.

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

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and 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, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, as per the date stated on the DISTRICT's Notice to Proceed and shall be completed by the bidder in the time specified by the DISTRICT.

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

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

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

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

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold



harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

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

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

13. The required noncollusion affidavit 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.

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

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



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

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

Telephone: _____

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

Telephone: _____
Other Partner(s): _____

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

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

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



Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____



Bid Bond No.: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____
_____, as Principal, and _____

as

Surety, a California admitted surety insurer, are held and firmly bound unto the _Irvine Unified School DISTRICT, hereinafter called the DISTRICT, in the sum of TEN PERCENT (10%) OF THE HYPOTHETICAL BID AMOUNT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

Bid No. 16/17-01MO, District Administration Office Translucent Panel Replacement.

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



AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2017, 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. 16/17-01MO, District Administration Office Translucent Panel Replacement 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, Specifications, Drawings, 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 work shall be commenced as specified.

5. **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.

6. 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.

7. 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.

8. 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.

(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.

(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.

(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 ten (10) 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

9. 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.

10. 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.

11. 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.



12. 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. 16/17-01MO, District Administration Office Translucent Panel Replacement** from _____ through _____;

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

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

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

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

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



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

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

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

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



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

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT OF CONTRACTOR

Contractor/Principal

By:

Signature

Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Surety

By: _____

Signature

Print Name and Title

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

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



FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Irvine Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to _____, (hereinafter referred to as the "Contractor/Principal") the contract for the work described as **Bid No. 16/17-01MO, District Administration Office Translucent Panel Replacement;**

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

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

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

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

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

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



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

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

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

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

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



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

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT OF CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Surety

By: _____
Signature

Print Name and Title

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

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



WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

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

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

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



DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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



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

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date



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

Per Article 69 of the General Conditions.

Certification for _____ 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, anthopyllite, 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. All of the City of Irvine's laws relating to hours and noise of construction work must be followed. If you want to work other than, 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, you must get a waiver from the City.
3. No pets are allowed on district property.
4. Anyone not directly involved in the scope of work shall not be on the job site.
5. No music, i.e. radios, cassettes, CD's, or headphones, etc.
6. No district equipment shall be used by any contractor unless specifically allowed in writing prior to the start of work. (phone, vacuum, ladders, trash cans or bins, microwave, etc.)
7. Any contractor working on a site where students are present must supply the District with certification that all employees on the project have been finger printed and approved per state law.
8. Fraternalization or other contact with students is strictly forbidden.
9. The contractor shall supply prior to the start of work the following:
 - a. 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.
10. The contractor must clean up all debris from the course of work daily. This includes sweeping, vacuuming, hosing down and other appropriate measures. Any and all damage to the district's property caused by the contractor's equipment or materials shall be repaired to the district's satisfaction.



11. All employees and subcontractors shall act in a professional manner and wear a shirt or uniform with the company name and logo plainly visible. All other clothing shall be free from holes and any inappropriate logos or patches.
12. Any contractor that loses site keys may be billed for the full cost of rekeying the site.
13. The contractor will only make changes at the request of the Construction or Maintenance Departments Director, Supervisor, Foreman, or Inspector.
14. The contractor is responsible for locating any and all utilities and other appurtenances that may be affected by this project. Any and all damage is the contractor's responsibility to repair to the District's satisfaction. The District will make available any as-built documents in its possession to the contractor for review at his request. The District does not guarantee the accuracy of the documents and it is the contractor's responsibility to verify the actual location of utilities and appurtenances.
15. Contractor is responsible for security of the entire project area, including fencing if necessary to protect the District and contractor from liability relative to the project. Any contractor that leaves a building unsecured will be liable for any loss incurred or the direct cost to the district to secure the building. The district's labor agreement requires a four hour minimum payment for after hour call outs.
16. Any items issued to the contractor (keys, badges, alarm cards, etc.) shall be returned prior to final payment.
17. Any project over \$1,000.00 is a prevailing wage project. Labor Code Section 1770-1771. (www.dir.ca.gov). SB854 requires contractor to be registered with the Department of Industrial Relations.
18. Firearms or weapons of any type are strictly prohibited on school district property.
19. Contractor to provide payment bond for projects over \$15,000.
20. Contractor to provide performance bond for projects over \$15,000.
21. Contractor will be required to provide certified payroll records on all projects.

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

Signature

Date



GUARANTEE

Guarantee for workmanship. We hereby guarantee that the workmanship, which we have installed 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

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature



SHOP DRAWING TRANSMITTAL

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

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

Date: _____ Submittal No.: _____

From: _____ To: _____

Project Name: _____

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

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

Complete either (a) or (b)

Check One:

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

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

(continued on next page)



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

Signature of Contractor or Supplier



Equipment/Material Source Information (OPTIONAL)

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

Equipment/Material

Manufacturer

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



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

DISTRICT

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

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

DISTRICT

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

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 contract or 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

DATE

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

--

If you do not have an ID number please contact DAS

FROM:

**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): Ba. County	
9. NAME OF PROJECT			
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? YES NO	
		18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to cmu@dir.ca.gov YES NO	
19. STARTING DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)		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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		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	INSURERS AFFORDING COVERAGE	NAIC #
NAME & ADDRESS OF COMPANY/ORGANIZATION	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	

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
		GENERAL LIABILITY <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	MANDATORY REQUIREMENTS	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
		AUTOMOBILE LIABILITY <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	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER Professional Liability and/or Sexual Abuse/Molestation	MAY BE REQUIRED	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).

CERTIFICATE HOLDER Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	CANCELLATION 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.

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.

Email: Insurance@iusd.org

Fax: (949) 936-5019

Revised: September 2016

APPENDIX A

Specifications

SECTION 00 01 01
PROJECT TITLE PAGE

SPECIFICATIONS FOR
BID NO. 16/17-01MO
DISTRICT ADMINISTRATION OFFICE
TRANSLUCENT PANEL REPLACEMENT
IRVINE, CALIFORNIA

OWNER

IRVINE UNIFIED SCHOOL DISTRICT

100 Nightmist

Irvine, CA 92618

Phone: (949) 936-5000

Fax: (949) 836-5259

Bid No. 16/17-01MO

ARCHITECT

RUHNAU-RUHNAU-CLARKE

PROJECT NO. 1-34-26

March 2017

END OF PROJECT TITLE PAGE

SECTION 00 01 05
PROJECT DIRECTORY

NAMES & ADDRESSES OF PROJECT TEAM

1.01 PROJECT SITE

- A. Project Address:
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604

1.02 OWNER

Irvine Unified School District
100 Nightmist
Irvine, CA 92618
Contact: Joe Hoffman
Director Maintenance and Operations

1.03 DESIGN TEAM

Architect:
Ruhnau · Ruhnau · Clarke
Principal-In-Charge:
Roger Clarke
Contact: Matthew Nicholson
Project Manager

END OF PROJECT DIRECTORY

SECTION 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- INTRODUCTORY DOCUMENTS

- 00 01 01 - Project Title Page
- 00 01 05 - Project Directory
- 00 01 10 - Table of Contents

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

(Provided by the District)

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 10 00 - Summary
- 01 20 10 - Allowances
- 01 33 23 - Shop Drawings, Product Data and Samples
- 01 60 00 - Product Requirements
- 01 74 23 - Final Cleaning

DIVISION 02 -- EXISTING CONDITIONS

- 02 22 20 - Demolition for Remodeling

DIVISION 06 -- WOOD

- 06 10 50 - Miscellaneous Carpentry

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- 07 62 00 - Flashing and Sheet Metal
- 07 92 00 - Joint Sealers

DIVISION 08 -- OPENINGS

- 08 45 23 - Translucent Fiberglass Skylight System

END OF TABLE OF CONTENTS

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: District Administration Office - Translucent Panel Replacement.
- B. Owner's Name: Irvine Unified School District
- C. Architect's Name: Ruhnau Ruhnau Clarke.
- D. The project consists of the replacement of the translucent panel system at the District Administration Office.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Owner-Contractor Agreement.
- B. The Work: The work consists of the replacement of the existing skylight system at the District Administration Office.

1.03 CONTRACT DOCUMENTS

- A. Contract Requirements: Conditions of the Contract and other Contract documents have been included in the Project Manual, as indicated in the Table of Contents. Such documents are not Specifications. Specifications are found in Divisions 1 through 33 of the Project Manual as applicable.
- B. Contract Drawings: The Drawings provided with and identified in the Project Manual are the Drawings referenced in the Agreement.
 - 1. The location, extent and configuration of the required construction and improvements are shown and noted on Drawings. The Drawings are referenced in the Agreement. An index of Drawings is included in the set of Drawings.
 - 2. Drawings are arranged into series according to design discipline. Such organization and all references to trades, subcontractor, specialty contractor or supplier shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade.
 - 3. Where the terms "as shown", "as indicated", "as noted", "as detailed", "as scheduled", or terms of like meaning, are used in the Drawings or Specifications, it shall be understood that reference is being made to the Drawings referenced in the Agreement.
 - 4. Where reference to the word "plans" is made anywhere in Drawings, Specifications and related Contract Documents, it shall be understood to mean the Drawings referenced in the Agreement.
- C. Contract Specifications: The Specifications provided in the Project Manual are the Specifications referenced in the Agreement.
 - 1. Specifications are organized by Divisions and Sections in accordance with the recommended practices of the Construction Specifications Institute. Such organization shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
 - 2. Specifications are included in the Project Manual, which may also include other Bidding and Contract Documents. Contents of the Project Manual are listed in Document 00 01 10 - Table of Contents, in the Project Manual.

1.05 WORK BY OWNER

- A. Concurrent Work Under Separate Contracts:
 - 1. Work Under Separate Contracts: Owner will award separate contracts for products and installation for improvements and other work as may be indicated on Drawings as NIC (Not in Contract).
 - 2. Relationship to Work Under the Contract: Work under the Contract shall include all provisions necessary to make such concurrent work under separate contracts complete in every respect and fully functional, including field finishing. Provide necessary backing, supports, piping, conduit, conductors and other such provisions from point of service to point of connection, as shown on Drawings and specified herein.
 - 3. Related Contract Documents: Owner will make available, in a timely manner, drawings and specifications of work under separate contracts for coordination and further description of that work. Such drawings and other data required for the coordination of the work of separate contracts with the Work of this Contract may be included with the Contract Documents. If so, they are provided for convenience only and are not to be considered Contract Documents produced by Architect or Architect's consultants.
 - 4. Permits, Notices and Fees: Notices required by and approvals required of authorities having jurisdiction for work under separate contracts and related fees will be solely the responsibility of Owner.
- B. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion.

1.06 PERMITS, LICENSES AND FEES

- A. Permits: For Work included in the Contract, Contractor shall obtain all permits from authorities having jurisdiction and from serving utility companies and agencies. Owner will reimburse Contractor for amount charged for such permits, without mark-up. For Work performed under design/build basis, plancheck and permit fees shall be included in the Contract Sum.
- B. Licenses: Contractor shall obtain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Sum.
- C. Assessments: Owner will pay all assessments and utility service connection fees. Costs of assessments shall not be included in the Contract Sum.
- D. Test and Inspection Fees: Contractor shall pay all fees charged by authorities having jurisdiction and from serving utility companies and agencies, for tests and inspections conducted by those authorities, companies and agencies. Owner will reimburse Contractor for actual amount of such fees, without mark-up. Refer to Section 01 40 00 - Quality Requirements for additional information on tests and inspections and responsibility for payment of fees.

1.07 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing buildings and site during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.08 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas as agreed to with the Owner.
- B. Site Access: Limit access to site to indicated routes and access points as indicated. If routes and access points are not indicated, access shall be as approved by Owner. Do not restrict access to

adjacent properties and do not restrict access for those performing work under separate contracts for the Owner.

- C. Construction Limit: Limit construction activities to areas indicated on Drawings as Project Area or, if not indicated, to areas within the parcel as described in the legal description on the Drawings.
- D. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public.
 - 5. Contractor parking is permitted onsite in designated parking spaces.
 - 6. District to provide location for trash container; container to be provided by contractor.
- E. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- F. Existing building spaces may not be used for storage.
- G. Time Restrictions:
 - 1. All work to be conducted on Saturdays only within the limits of the City of Irvine work hours and contract duration of 42 days.
- H. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the site and/or adjacent building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.09 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

END OF SECTION

**SECTION 01 20 10
ALLOWANCES**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Allowances which the Contractor shall provide for designated construction activities in the Work. The allowance shall be included in the Contractor's base bid.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The allowance has been established instead of additional requirements for that construction, and further requirements thereof will be issued by Change Order.
- B. Type of allowance scheduled herein for the Work include the following:
 - 1. Unforeseen Conditions \$20,000.00 Cash Allowance

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION

3.1 CASH ALLOWANCES

- A. Cash allowances shall be net amounts. Contractor's base bid shall include all overhead and profit margins for work that may be done under these allowances. If any allowances (in whole or part) are deleted by change order at any point of the project, contractor shall credit back the full or unused portion of the allowance amount stipulated. Contractor shall not be entitled to withhold any monies for overhead or profit.
- B. Contractor shall provide a separate line item on the schedule of values for the allowance amount.

END OF SECTION

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative requirements for shop drawings, product data and samples submittals.
- B. Submittals Schedule.
- C. Contractor's review of submittals.
- D. Architect's review of submittals.
- E. Product data submittals.
- F. Shop drawing submittals.
- G. Sample submittals.
- H. Maintenance and operation data submittals.

1.02 DEFINITIONS

- A. Shop Drawings, Product Data and Samples: Instruments prepared and submitted by Contractor, for Contractor's benefit, to communicate to Architect the Contractor's understanding of the design intent, for review and comment by Architect on the conformance of the submitted information to the general intent of the design. Shop drawings, product data and samples are not Contract Documents.
- B. Shop Drawings: Drawings, diagrams, schedules and illustrations, with related notes, specially prepared for the Work of the Contract, to illustrate a portion of the Work.
- C. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work.
- D. Samples: Physical examples that demonstrate the materials, finishes, features, workmanship and other characteristics of a portion of the Work. Accepted samples shall serve as quality basis for evaluating the Work.
- E. Other Submittals: Technical data, test reports, calculations, surveys, certifications, special warranties and guarantees, operation and maintenance data, extra stock and other submitted information and products shall not be considered as Contract Documents but shall be information from Contractor to Architect to illustrate a portion of the Work for confirmation of understanding of design intent.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Administrative Requirements for Submittals: Submittals shall be made in accordance with requirements specified herein and in product Sections of the Specifications.
- B. Transmission of Submittals: Transmit all submittals to the Architect unless otherwise directed. Include all information specified below for identification of submittal and for monitoring of review process. Transmittal required for submittal is included at end of this Section.
- C. Timing of Submittals: Make submittals sufficiently in advance of construction activities to allow shipping, handling and review by the Architect and Architect's consultants.
- D. Submittals Identification:
 - 1. Title each submittal with Project name, Architect's Project number and submission date.
 - 2. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, room number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to clearly correlate submittal with Contract Drawings.
 - 3. Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. For example:

- a. 09 21 16-1 First submittal for Section 09 21 16 - Gypsum Board.
 - b. 09 21 16-2 Second submittal for Section 09 21 16 - Gypsum Board.
- 4. Resubmittals shall use same number as original submittal, followed by a letter indicating sequential resubmittal. For example:
 - a. 09 21 16-2A Resubmission of second submittal for Section 09 21 16 - Gypsum Board.
 - b. 09 21 16-2B Second resubmission of second submittal for Section 09 21 16 - Gypsum Board.
- E. Grouping of Submittals: Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items. The Architect may reject partial submittals as incomplete or hold them until related submittals are made.
- F. Unsolicited Submittals: Unsolicited submittals will be returned unreviewed.
- G. Record Submittals: When record submittals are specified, submit three copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.

1.05 SUBMITTALS SCHEDULE

- A. Format: Prepare schedules in Gantt format using software at Contractor's option, providing clear indication of sequencing and scheduling of Work, for determination of "critical path" of construction progress. Submittals shall be connected to the related construction element by a graphically indicated critical path on the same page. Present schedules using opaque reproductions on substantial paper, with sheet size a multiple of 8-1/2 inches by 11-inches and large enough to clearly read characters.
- B. Content: List all items specified to be submitted, indicating submittal number (see instructions following), submittal type (i.e., product data, shop drawings, sample, quality control report, maintenance and operating data, etcetera), scheduled date submittal is to be made and date review should be complete in order to maintain construction on schedule. Allow time for Architect's request for revisions or corrections and resubmittal by Contractor and the ensuing review by the Architect. Allow time for shipping and distribution to involved parties.
- C. Administration:
 - 1. Submit initial Submittals Schedule within 14 days of date of Notice of Award of construction.
 - 2. After review and return by Architect, resubmit Submittals Schedule within 10 days and thereafter submit updated Submittals Schedules at each Construction Progress Meeting.
 - 3. Submit one copy each to Owner, Owner's Construction Manager and Architect.
- D. Posting: Post one copy of most recent Submittals Schedule in Contractor's field office, readily available to Owner and Architect. Update bi-weekly with project schedule.
- E. Archive: Preserve a minimum of two copies of all superseded schedules, with one copy available at field office for review by Owner or Architect.

1.06 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Contractor's Review of Submittals: Prior to submission to Architect for review, Contractor shall review each submittal for completeness and conformance to specified requirements. Contractor shall stamp each submittal with a review action stamp and sign each copy certifying that:
 - 1. Field measurements have been determined and verified.
 - 2. Conformance with requirements of Contract Drawings and Specifications is confirmed.
 - 3. Catalog numbers and similar data are correct.
 - 4. Work being performed by various subcontractors and trades is coordinated.
 - 5. Field construction criteria have been verified, including confirmation that information submitted has been coordinated with the work being performed by others for Owner and actual site conditions.
 - 6. All deviations from requirements of Drawings and Specifications have been identified and noted.
- B. Changes in Work: Changes in the Work shall not be authorized by submittals review actions. No review action, implicit or explicit, shall be interpreted to authorized changes in the Work. Changes shall only be authorized by separate written direction, in accordance with the General Conditions of the Contract.

1.07 ARCHITECT'S REVIEW OF SUBMITTALS

- A. Architect's Review of Submittals: Submittals shall be a communication aid between Contractor and Architect by which interpretation of Contract Documents requirements may be confirmed in advance of construction. Reviews by Architect and Architect's consultants shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Drawings and Specifications.
- B. Contract Requirements:
 - 1. Review actions by Architect and Architect's consultants shall not relieve the Contractor from compliance with requirements of the Drawings and Specifications.
 - 2. No review action, implicit or explicit, shall be interpreted to authorize changes in the Work. Changes shall only be authorized by separate written Change Order or Construction Change Directive, in accordance with the General Conditions of the Contract.

1.08 PRODUCT DATA SUBMITTALS

- A. Copies: Submit one copy electronically via email or file transfer site to the construction with applicable data highlighted and cross-referenced to Drawings and Specifications requirements. Wet-process and thermal (fax) copies will not be acceptable.
- B. Modifications to Standard Product Data: Modify manufacturer's standard catalog data to indicate precise conditions of the Project. Comply with requirements as for shop drawings, following. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.

1.09 SHOP DRAWINGS SUBMITTALS

- A. Copies: Prepare shop drawings on minimum sheet size of 17-inches by 22-inches, or smaller if a multiple of 8-1/2 inches by 11-inches. If preferred, submit one (1) copy electronically.
- B. Preparation: Shop drawings shall be original drawings prepared for submittal review, fabrication and execution of Work. Direct copies and modified reproductions of Contract Drawings will not be accepted for review. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.
- C. Coordination: Show all field dimensions and relationships to adjacent or critical features of Work.

1.10 SAMPLES SUBMITTALS

- A. Quantity: Submit minimum of four (4) samples of each of color, texture and pattern. Submit one item only of actual assembly or product. Unless otherwise noted, full-size and complete samples will be returned and may be incorporated into field mock-ups and the Work.
- B. Color Samples: Architect will review and select colors for Project only after all colors are received, so that colors may be properly coordinated.
- C. Copies: Submit actual samples. Photographic or printed reproductions will not be accepted.
- D. Review of Field Samples: Review by Architect of field samples will be made for the following products, as applicable, if not otherwise required and if requested by Contractor.
 - 1. Concrete wall finishes and detailing (edges, corners and reveals).
 - 2. Concrete paving colors and textures.
 - 3. Gypsum board textures and finishes.
 - 4. Field-applied paint colors and finishes.

1.11 OPERATION AND MAINTENANCE DATA SUBMITTALS

- A. Operation and Maintenance Data Submittals: Refer to requirements specified in individual product specification sections. Include operation and maintenance data submittals in Submittals Schedule specified above. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.

PART 2 - PRODUCTS

2.01 (NOT APPLICABLE TO THIS SECTION.)

PART 3 - EXECUTION

3.01 (NOT APPLICABLE TO THIS SECTION.)

END OF SECTION

SUBMITTAL / SHOP DRAWING TRANSMITTAL

To:	Ruhnau Ruhnau Clarke	Contractor's Submittal No.	
Attn:	Construction Department		
Contractor:		Project Name:	District Administration Office - Translucent Panel Replacement
Street:		RRC's Project No.	1-34-26
City, State:		Subcontractor:	

CONTRACTOR TO FILL OUT THE FOLLOWING COVERING ONE COMPLETE SECTION OF THE SPECIFICATIONS ONLY:

Specification Section #:	Section Title:
--------------------------	----------------

<input type="checkbox"/>	Initial Submittal	Scheduled Date of Submittal	
<input type="checkbox"/>	1st Resubmittal	Scheduled Date of Submittal Return	
<input type="checkbox"/>	__ Resubmittal	Date Sent	
<input type="checkbox"/>	Submittal was a previously approved substitution.	Number of Copies	
	Approved Substitution Request Transmittal Form is enclosed.	Number of Samples	

<p>CONTRACTOR COMPLETE EITHER (A) OR (B) FOLLOWING, <u>CHECK ONE</u>:</p> <p>(A) WE HAVE VERIFIED THAT THE MATERIAL OR EQUIPMENT CONTAINED IN THIS SUBMITTAL MEETS ALL THE REQUIREMENTS SPECIFIED OR SHOWN (NO EXCEPTIONS). <input type="checkbox"/></p> <p>(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 AN ATTACHED SHEET OR INDICATE DEVIATIONS CLEARLY ON SHOP DRAWINGS OR SUBMITTALS). <input type="checkbox"/></p>	<p style="text-align: center;">CONSTRUCTION MANAGERS CERTIFICATION</p> <p>THIS IS TO CERTIFY THAT THE CONSTRUCTION MANAGER IS REASONABLY CERTAIN THAT THE MATERIAL SPECIFIED IN THIS SUBMITTAL MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, AND THE SUBMITTAL IS COMPLETE PER THE CONTRACT DOCUMENTS.</p> <p>SIGNATURE: _____</p> <hr/> <p style="text-align: center;">CONTRACTORS CERTIFICATION</p> <p>THIS IS TO CERTIFY THAT THE CONTRACTOR IS REASONABLY CERTAIN THAT THE MATERIAL SPECIFIED IN THIS SUBMITTAL MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.</p> <p>SIGNATURE: _____</p>
---	---

ARCHITECT'S USE ONLY BELOW THIS LINE.

Action:

- No Exception Taken
 Make Corrections Noted
 Rejected/Resubmit
 Revise and Resubmit

Comments:

Date Received By RRC: _____

Date Sent to Consultant:

Structural _____

Mechanical _____

Electrical _____

Other _____

Date Received From: _____

Consultant _____

No. of Copies Received _____

Final Distribution: Contractor _____ Inspector _____ District/P.M. _____ Architect _____

Final Distribution Date: _____

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection of products.
- C. Product option requirements.
- D. Substitutions and procedures, Request for Substitution Form.
- E. System Completeness.
- F. Installation of Products.
- G. Procedures for Owner-supplied products.
- H. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 33 23 - Shop Drawings, Product Data and Samples: Requirements applicable to submittals for "or equal" and substitute products.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data and Samples.
- B. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Notice to Proceed.
 - 2. For products specified only by reference standards, list applicable reference standards.
- C. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Drawings and Specifications: If a specific product is indicated on the Drawings for use, then that product shall be used without exception in the location identified. If the Contractor proposes the use of another product other than the item indicated, whether or not listed in these specifications, the Contractor shall

submit the product using the complete substitution process. See the the Article titled "SUBSTITUTIONS" below

1. AHJ approval is also required prior to the use or installation of any substitution, on any product or location of product (requiring a revision to the Drawings or Specifications), included in these construction documents. Installation of a non-approved product may result in the contractor removing and replacing the non-approved product at the Contractor's own expense.
 2. If a conflict exists between the Drawings and the Specifications (Project Manual), then the Contractor shall submit a Request for Interpretation from the Architect.
 - a. As noted in the General Conditions, the more stringent requirements shall govern, including cost of materials and/or installation.
- B. Products, General: Items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock, and include materials, equipment, assemblies, fabrications and systems.
1. Named Products: Items identified by manufacturer's product name, including make or model designations indicated in the manufacturer's published product data.
 2. Materials: Products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
 3. Equipment: A product with operating parts, whether motorized or manually operated, that requires connections such as wiring or piping.
- C. Specific Product Requirements: Refer to individual product Specifications Sections in Divisions 2 through 33 for specific requirements for products.
- D. Minimum Requirements: Specified requirements for products are minimum requirements.
- E. Product Selection: Provide products that fully comply with the Contract Documents, are undamaged and unused at installation. Comply with additional requirements specified herein in Article titled "PRODUCT OPTIONS".
- F. Standard Products: Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions. Products shall be as selected by Contractor and subject to review and acceptance by the Owner (Owner) and Architect.
- G. Product Completeness: Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect. Comply with additional requirements specified herein in Article titled "SYSTEM COMPLETENESS".
- H. Code Compliance: All products, other than commodity products prescribed by Code, shall have a current ICC Evaluation Service Research Report (ICC ESRR) or CABO National Evaluation Report (NER).
- I. Interchangeability: To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.
- J. Product Nameplates and Instructions:
1. Except for required Code-compliance labels and operating and safety instructions, locate nameplates on inconspicuous, accessible surfaces. Do not attach manufacturer's identifying nameplates or trademarks on surfaces exposed to view in occupied spaces or to the exterior.
 2. Provide a permanent nameplate on each item of service-connected or power-operated equipment. Nameplates shall contain identifying information and essential operating data such as the following example:
 - a. Name of manufacturer
 - b. Name of product
 - c. Model and serial number
 - d. Capacity
 - e. Operating and Power Characteristics
 - f. Labels of Tested Compliance with Codes and Standards

3. Refer to additional requirements which may be specified in Division 23 - Mechanical, if included in the Project Manual.
 4. For each item of service-connected or power-operated equipment, provide operating and safety instructions, permanently affixed and of durable construction, with legible machine lettering. Comply with all applicable requirements of authorities having jurisdiction and listing agencies.
- K. Electrical Product Requirements: Comply with requirements specified in Divisions 26, 27, & 28 - Electrical as applicable.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
 1. Made outside the United States, its territories, Canada, or Mexico.
 2. Made using or containing CFC's or HCFC's.
 3. Made of wood from newly cut old growth timber.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
 2. Have longer documented life span under normal use.
 3. Result in less construction waste.
- D. Provide interchangeable components of the same manufacture for components being replaced.
- E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 PRODUCT OPTIONS

- A. Products Specified by Description: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that has the specified attributes and otherwise complies with specified requirements.
- B. Products Specified by Performance Requirements: Where Specifications require compliance with performance requirements, provide product(s) that comply and are recommended by the manufacturer for the intended application. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
- C. Products Specified by Reference to Standards: Where Specifications require compliance with a standard, provided product shall fully comply with the standard specified. Refer to general requirements specified in Section 01 4200 - Reference Standards and Abbreviations regarding compliance with referenced standards, standard specifications, codes, practices and requirements for products.
- D. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- E. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- F. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- G. Products Specified by Identification of Manufacturer and Product Name or Number:
 1. "Specified Manufacturer": Provide the specified product(s) of the specified manufacturer.
 - a. If only one manufacturer is specified, without "acceptable manufacturers" being identified, provide only the specified product(s) of the specified manufacturer.
 - b. If the phrase "or equal" is stated or reference is made to the "or equal provision," products of other manufacturers may be provided if such products are equivalent to the specified product(s) of the specified manufacturer. Equivalence shall be demonstrated by submission of information in compliance with requirements specified herein under the Article titled "SUBSTITUTIONS."

2. "Acceptable Manufacturers": Product(s) of the named manufacturers, if equivalent to the specified product(s) of the specified manufacturer, will be acceptable in accordance with the requirements specified herein in the Article titled "SUBSTITUTIONS", except considerations regarding changes in Contract Time and Contract Sum will be waived if no increase in Contract Time or Contract Sum results from use of such equivalent products.
 3. Unnamed manufacturers: Product(s) of unnamed manufacturers will be acceptable when disclosed during the bidding period and only as follows:
 - a. Unless specifically stated that substitutions will not be accepted or considered, the phrase "or equal" shall be assumed to be included in the description of specified product(s). Equivalent products of unnamed manufacturers will be accepted in accordance with the "or equal" provision specified herein, below.
 - b. If provided, products of unnamed manufacturers shall be subject to the requirements specified herein in the Article titled "SUBSTITUTIONS."
 4. Quality basis: Specified product(s) of the specified manufacturer shall serve as the basis by which products by named acceptable manufacturers and products of unnamed manufacturers will be evaluated. Where characteristics of the specified product are described, where performance characteristics are identified or where reference is made to industry standards, such characteristics are specified to identify the most significant attributes of the specified product(s) which will be used to evaluate products of other manufacturers.
- H. Products Specified by Combination of Methods: Where products are specified by a combination of attributes, including manufacturer's name, product brand name, product catalog or identification number, industry reference standard, or description of product characteristics, provide products conforming to all specified attributes.
- I. "Or Equal" Provision: Where the phrase "or equal" or the phrase "or approved equal" is included, equivalent product(s) of unnamed manufacturer(s) may be provided as specified above in subparagraph titled "Unnamed manufacturers" and Article herein titled "SUBSTITUTIONS" with the following conditions:
1. The requirements specified herein in the Article titled "SUBSTITUTIONS" shall apply to products provided under the "or equal" provision except, if the proposed product(s) are determined to be equivalent to the specified product(s) of the specified manufacturer, the requirement specified for substitutions to result in a net reduction in Contract Time or Contract Sum will be waived.
 2. Use of product(s) under the "or equal" provision shall not result in any delay in completion of the Work, including completion of portions of the Work for use by Owner or for work under separate contract by Owner.
 3. Use of product(s) under the "or equal" provision shall not result in any costs to the Owner, including design fees and permit and plancheck fees.
 4. Use of product(s) under the "or equal" provision shall not require substantial change in the intent of the design, in the opinion of the Architect. The intent of the design shall include functional performance and aesthetic qualities.
 5. The determination of equivalence will be made by the Architect and Owner, and such determination shall be final.
- J. Visual Matching: Where Specifications require matching a sample, the decision by the Architect on whether a proposed product matches shall be final. Where no product visually matches but the product complies with other requirements, comply with provisions for substitutions for selection of a matching product in another category.
- K. Visual Selection of Products: Where requirements include the phrase "as selected from manufacturer's standard colors, patterns and textures", or a similar phrase, selections of products will be made by indicated party or, if not indicated, by the Architect. The Architect will select color, pattern and texture from the product line of submitted manufacturer, if all other specified provisions are met.

2.04 SYSTEM COMPLETENESS

- A. System Completeness:

1. The Contract Drawings and Specifications are not intended to be comprehensive directions on how to produce the Work. Rather, the Drawings and Specifications are instruments of service prepared to describe the design intent for the completed Work.
 2. It is intended that all equipment, systems and assemblies be complete and fully functional even though not fully described. Provide all products and operations necessary to achieve the design intent described in the Contract Documents.
 3. Refer to related general requirements specified in Section 01 41 00 - Regulatory Requirements regarding compliance with minimum requirements of applicable codes, ordinances and standards.
- B. Omissions and Misdescriptions: Contractor shall report to Architect immediately when elements essential to proper execution of the Work are discovered to be missing or misdescribed in the Drawings and Specifications or if the design intent is unclear.
1. Should an essential element be discovered as missing or misdescribed prior to receipt of Bids, an Addendum will be issued so that all costs may be accounted for in the Contract Sum.
 2. Should an obvious omission or misdescription of a necessary element be discovered and reported after execution of the Agreement, Contractor shall provide the element as though fully and correctly described, and a no-cost Change Order shall be executed.
 3. Refer to related General Conditions or general requirements specified in Section 01 3114 - Facility Services Coordination regarding construction interfacing and coordination.

2.05 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Substitutions Regulation: Pursuant to Section 3400 of the Public Contract Code, requests for substitution will be considered if received up to 7 days prior to the bid date. Subsequent requests will be considered only in the case of product unavailability, through no fault of the Contractor, or for reasons of cost reducing value engineering requested by the Owner.
- B. Substitutions: Requests by Contractor to deviate from specified requirements for products, materials, equipment, and methods, or to provide products other than those specified, shall be considered requests for substitutions except under the following conditions:
 1. Substitutions are requested during the bidding period, and accepted prior to execution of the Contract. Acceptance shall be in the form of written Addendum to the Bidding documents or revision to the Drawings or Specifications for use as Construction Contract Documents.
 2. Changes in products, materials, equipment, and methods of construction are directed by the Owner or Architect.
 3. Contractor options for provision of products and construction methods are specifically stated in the Contract Documents.
 4. Change in products, materials, equipment, and methods of construction is required for compliance with Codes, ordinances, regulations, orders and standards of authorities having jurisdiction.
- C. Substitutions will not be considered when a product becomes unavailable through no fault of the Contractor.
- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. Substitution Provisions: Refer to substitution provisions of the Conditions of the Contract, in addition to the requirements specified herein. Provisions for consideration and acceptance of substitutions shall be as follows:

1. Documentation: Substitutions will not be considered if they are indicated or implied on shop drawing, product data or sample submittals. All requests for substitution shall be made by separate written request from Contractor.
 2. Cost and Time Considerations: Substitutions will not be considered unless a net reduction in Contract Sum or Contract Time results to the Owner's benefit, including redesign costs, life cycle costs, changes in related Work and overall performance of building systems.
 3. Design Revision: Substitutions will not be considered if acceptance will require substantial revision of the Contract Documents or will substantially change the intent of the design, in the opinion of the Architect. The intent of the design shall include functional performance and aesthetic qualities.
 4. Data: It shall be the responsibility of the Contractor to provide adequate data demonstrating the merits of the proposed substitution, including cost data and information regarding changes in related Work.
 5. Determination by Architect: Architect will determine the acceptability of proposed substitutions and will notify Contractor, in writing within a reasonable time, of acceptance or rejection. The determination by the Architect regarding functional performance and aesthetic quality shall be final.
 6. Non-Acceptance: If a proposed substitution is not accepted, Contractor shall immediately provide the specified product.
 7. Substitution Limitation: Only one request for substitution will be considered for each product.
- F. A request for substitution constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- G. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- H. Substitution Submission Period:
1. Product Availability Waiver: Substitutions will be considered only when a product becomes unavailable due to no fault of Contractor. Failure to place orders for specified products sufficiently in advance of required date for incorporation into the Work will not be considered as a valid reason for which Contractor may request a substitution or deviation from requirements of the Drawings and Specifications.
 3. Waiver: At the discretion of the Owner, limitations on substitutions may be waived.
- I. Request for Substitution Process:
1. Contractor shall prepare a request for substitution and submit the request to the Architect for review and acceptance. Submit a minimum of 4 copies. Form and other administrative requirements shall be as included herein or as directed by the Architect.
 2. Substitution requests shall include complete product data, including drawings and descriptions of products, fabrication details and installation procedures. Include samples where applicable or requested.
 3. Substitution requests shall include appropriate product data for the specified product(s) of the specified manufacturer, suitable for use in comparison of characteristics of products.
 - a. Include a written, point-by-point comparison of characteristics of the proposed substitute product with those of the specified product.
 - b. Include a detailed description, in written or graphic form as appropriate, indicating all changes or modifications needed to other elements of the Work and to construction to be performed by the Owner and by others under separate Contract with Owner, that will be necessary if the proposed substitution is accepted.

4. Substitution requests shall include a statement indicating the substitution's effect on the Construction Schedule. Indicate the effect of the proposed substitution on overall Contract Time and, as applicable, on completion of portions of the Work for use by Owner or for work under separate contract by Owner.
 5. Except as otherwise specified, substitution requests shall include detailed cost data, including a proposal for the net change, if any, in the Contract Sum.
 6. Substitution requests shall include signed certification that the Contractor has reviewed the proposed substitution and has determined that the substitution is equivalent or superior in every respect to product requirements indicated or specified in the Contract Documents, and that the substitution is suited for and can perform the purpose or application of the specified product indicated or specified in the Contract Documents.
 7. Substitution requests shall include a signed waiver by the Contractor for change in the Contract Time or Contract Sum because of the following:
 - a. Substitution failed to perform adequately.
 - b. Substitution required changes in on other elements of the Work.
 - c. Substitution caused problems in interfacing with other elements of the Work.
 - d. Substitution was determined to be unacceptable by authorities having jurisdiction.
 8. If, in the opinion of the Architect, the substitution request is incomplete or has insufficient data to enable a full and thorough review of the intended substitution, the substitution may be summarily refused and determined to be unacceptable.
- J. Substitution Submittal Procedure:
1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 3. The Architect will notify Contractor in writing of decision to accept or reject request.
- K. Contract Document Revisions:
1. Should a Contractor-proposed substitution or alternative sequence or method of construction require revision of the Contract Drawings or Specifications; including revisions for the purposes of determining feasibility, scope or cost, or revisions for the purpose of obtaining review and approval by authorities having jurisdiction; revisions will be made by Architect or other consultant of Owner who is the responsible design professional, as approved in advance by Owner.
 2. Services of Architect or other consultant of the Owner, including time spent in researching and reporting on proposed substitutions or alternative sequence and method of construction, shall be paid by Contractor when such activities are considered additional services to the design services contracts of the Architect or other responsible design professional with the Owner.
 3. Costs of services by Architect or other responsible design professional of the Owner shall be paid on a time and materials basis, based on current hourly fee schedules, with reproduction, long distance telephone and shipping costs reimbursable at cost plus usual and customary mark-up for handling and billing.
 4. Such fees shall be paid whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by Owner and a Change Order is executed.
 5. Such fees shall be paid from Contractor's portion of savings, if a net reduction in Contract Sum results. If fees exceed Contractor's portion of net reduction, Contractor shall pay all remaining fees unless otherwise agreed in advance by the Owner.
 6. Such fees owed shall be deducted from the amount owed Contractor on the Application for Payment next made following completion of revised Contract Drawings and Specifications or completion of research and other services. Owner will then pay Architect or other consultant of the Owner.
 7. Substitutions require Field Change Directive approval from AHJ.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

1. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport products by methods to avoid product damage.
- D. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- E. Deliver products in undamaged condition in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Inspection Provisions: Arrange storage to provide access for inspection and measurement of quantity or counting of units.
- C. Structural Considerations: Store heavy materials away from the structure in a manner that will not endanger supporting construction.
- D. Store and protect products in accordance with manufacturers' instructions.
 1. Store with seals and labels intact and legible.
- E. Weather-Resistant Storage:
 1. Store moisture-sensitive products above ground, under cover in a weathertight enclosure or covered with an impervious sheet covering. Provide adequate ventilation to avoid condensation.
 2. Maintain storage within temperature and humidity ranges required by manufacturer's instructions.
 3. For exterior storage of fabricated products, place products on raised blocks, pallets or other supports, above ground and in a manner to not create ponding or misdirection of runoff. place on sloped supports above ground.
 4. Store loose granular materials on solid surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- M. Protection of Completed Work:
 1. Provide barriers, substantial coverings and notices to protect installed Work from traffic and subsequent construction operations.
 2. Remove protective measures when no longer required and prior to Substantial Completion review of the Work.
 3. Comply with additional requirements specified in Section 01 50 00 - Construction Facilities and Temporary Controls.

3.04 INSTALLATION OF PRODUCTS

A. Installation of Products:

1. Comply with manufacturer's instructions and recommendations for installation of products, except where more stringent requirements are specified, are necessary due to Project conditions or are required by authorities having jurisdiction.
2. Anchor each product securely in place, accurately located and aligned with other Work.
3. Clean exposed surfaces and provide protection to ensure freedom from damage and deterioration at time of Substantial Completion review. Refer to additional requirements specified in General Conditions and Section 01 74 23 - Final Cleaning.

END OF SECTION

SECTION 01 60 00.01
REQUEST FOR SUBSTITUTION

SUBSTITUTION REQUEST NO. _____

Date: _____
Project Name: District Administration Office - Translucent Panel Replacement
RRC Project Number: 1-34-26
To: Ruhnau Ruhnau Clarke
3775 Tenth Street, Riverside, CA 92501
From: _____

We hereby submit for your consideration the following product comparisons of the specified product and the proposed substitution. The undersigned fully understands that failure to answer any item below may be cause for rejection of request for substitution.

Request for substitution may be made during bidding (not later than 7 days prior to bid opening for inclusion by Addendum) and not later than 35 days after award of contract or Notice to Proceed, whichever is earliest, except under conditions beyond control of Contractor.

Specified Product: _____

Project Manual Section Title _____ Number ____ Page ____ Paragraph ____.

Drawing No. _____ Detail No. _____

Proposed Substitution: _____

Manufacturer: _____ Tel: _____

Reason request for substitution is being submitted: _____

Does proposed substitution affect dimensions, gages, weights, etc. on Drawing? No__ Yes__
(explain how) _____

Does proposed substitution require changes in Drawings or design and installation changes?

No__ Yes__ (If yes, cost of these changes is the responsibility of the Contractor.)

Does proposed substitution affect product cost, delivery time, or construction schedule?

No__ Yes__ Explain _____

Does proposed substitution comply with specified ICC Number, UL Rating, ASTM Numbers?

No__ Yes__ Explain _____

Does proposed substitution affect other trades and systems such as wiring, piping, ductwork, structure, etc.?

No ____ Yes ____ (explain which and how)

**SECTION 01 74 23
FINAL CLEANING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cleaning for Substantial Completion review and final acceptance of the Work.

1.2 RELATED SECTIONS

- A. Requirements: Cleaning for specific products or elements of Work are described in individual product Specification Sections in Divisions 2 through 33.

1.3 CLEANING AND DISPOSAL REQUIREMENTS

- A. Cleaning Procedures: All cleaning processes, agents and materials shall be subject to Owner's review and approval. Processes and degree of cleanliness shall be as directed by Architect.
- B. Cleaning and Disposal Requirements, General: Conduct cleaning and disposal operations in compliance with all applicable codes, ordinances and regulations, including environmental protection laws, rules and practices.

1.4 RETAINAGE

- A. Clean-Up Retainage: Five (5) percent of each Contractor's bid will automatically be held in abeyance in their contract schedule of values for clean-up. If in the Construction Manager's opinion the Contractor is maintaining a clean project, a pro-rata share of this clean-up budget will be paid monthly to the Contractor in accordance with their approximate aggregate percentage of completion of the project. If a Contractor fails to heed written directives to clean-up during the course of the project, the work will be done at the Contractor's expense and a deductive change order will be written against their contract with the Owner. The establishment of this 5 percent budget in no way limits the cost for the Contractor to maintain a clean project.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents and Materials: Use only those cleaning agents and materials which will not create hazards to health or property and which will not damage or degrade surfaces.
 - 1. Use only those cleaning agents, materials and methods recommended by manufacturer of the material to be cleaned.
 - 2. Use cleaning materials only on surfaces recommended by cleaning agent manufacturer.
 - 3. Before use, review cleaning agents and materials with Architect for suitability and compatibility. Use no cleaning agents and materials without approval of Architect.

PART 3 - EXECUTION

3.1 SUBSTANTIAL COMPLETION REVIEW CLEANING, GENERAL

- A. Substantial Completion Review Cleaning, General: Execute a thorough cleaning prior to Substantial Completion review by Architect and Owner. Employ experienced workers or professional cleaners for cleaning operations for Substantial Completion review.
 - 1. Clean each surface or unit to the condition expected in a normal, industrial building cleaning and maintenance program.
 - 2. Substantial Review cleaning will not require sanitation of "clean" rooms.
 - 3. Remove waste and surplus materials, rubbish and temporary construction facilities, utilities and controls.

3.2 FINAL COMPLETION INTERIOR CLEANING

- A. Final Completion Cleaning, General: Complete final cleaning before submitting final Application for Payment.
 - 1. Employ professional building cleaners to thoroughly clean building immediately prior to Final Completion inspection by Owner and, if applicable, by authorities having jurisdiction.
 - 2. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from all visible interior and exterior surfaces.
 - 3. Remove dust from all horizontal surfaces not exposed to view, including light fixtures, ledges and plumbing fixtures.
 - 4. Clean all horizontal surfaces to dust-free condition, including tops of door and window frames, tops of doors and interiors of cabinets and casework.
- B. Accessories and Fixtures Cleaning: Clean building accessories, including toilet partitions, fire extinguisher cabinets, lockers and toilet accessories, all plumbing fixtures and all lighting fixture lenses and trim.
- C. Glass and Mirror Cleaning: Clean and polish all glass and mirrors as specified by manufacturer.
- D. Metalwork: Clean and buff all metalwork, to be free of soiling and fingerprints. Mirror finished metalwork shall be buffed to high luster.
- E. Fixture Cleaning: Clean plumbing fixtures and lighting fixture lenses.
- F. Floor Cleaning:
 - 1. Exposed concrete floors: Thoroughly sweep and wet mop floors in enclosed spaces. At parking areas and ramps, sweep and hose off floor surface.
 - 2. Ceramic or porcelain tile flooring: Thoroughly sweep and mop tile flooring. Comply with specific requirements in tile and installation materials manufacturers for cleaning materials.
 - 3. Resilient flooring: Thoroughly sweep all resilient flooring. Damp wash and wax (as appropriate) all resilient flooring. Comply with specific requirements in applicable resilient flooring Sections, and notes of the Drawings.
 - 4. Carpeting: Clean and vacuum all carpeting. Clean as necessary to restore to like-new condition.
- G. Ventilation System Cleaning: Replace filters and clean heating and ventilating equipment used for temporary heating, cooling and ventilation.
- H. Site Cleaning: Broom clean exterior paved surfaces. Rake clean other surfaces of the grounds.
 - 1. Wash down and scrub where necessary all paving soiled as a result of construction activities. Thoroughly remove mortar droppings, paint splatters, stains and adhered soil.
 - 2. Remove from the site all construction waste, unused materials, excess soil and other debris resulting from the Work.

3.3 INSPECTION

- A. Cleaning Inspection: Prior to Final Payment or acceptance by Owner for partial occupancy or beneficial use of the premises, Contractor and Architect shall jointly conduct an inspection of interior and exterior surfaces to verify that entire Work is acceptably clean.
- B. Inadequate Cleaning: Should final cleaning be inadequate, as determined by Architect, and Contractor fails to correct conditions, Owner may order thorough cleaning by workers under separate contract and deduct cost from Final Payment.

END OF SECTION

**SECTION 02 22 20
DEMOLITION FOR REMODELING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Demolition, dismantling, cutting, removal and repair of existing construction as indicated and specified.

1.2 RELATED SECTIONS

- A. The Conditions of the Contract and Division 1 apply to this section as fully as if repeated herein.

1.3 REGULATORY REQUIREMENTS

- A. Demolition work shall conform to the California Fire Code, Article 87, "Fire Safety During Construction, Alteration or Demolition of a Building".

1.4 SUBMITTALS

- A. Schedule: Submit schedule indicating proposed methods and sequence of operations for demolition work for remodeling. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.
- B. Provide detailed sequence of demolition and removal operations to ensure uninterrupted progress of Owner's on-site operations.
- C. Submittal procedures and quantities are specified in Section 01 33 23.

1.5 PROJECT CONDITIONS

- A. Occupancy: The Owner will be continuously occupying buildings adjacent to areas of demolition operations. Conduct demolition operations in a manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 3 working days advance notice to Owner of demolition activities which will severely impact Owner's operations.
- B. Existing Materials: At any time before start of Work by the Contractor, the Owner may remove any materials or equipment that the Owner wishes to salvage.
- C. Condition of Structure: The information indicated represents only the opinion of the Owner as to the character of the materials to be encountered and their locations. The Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the Drawings or the interpretation thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions and locations indicated are representative of those existing throughout the existing structures or that unforeseen developments may not occur.
- D. Disconnection of Services: Notify Owner and authorities owning or controlling wires, conduits, pipes, and other services affected by demolition or remodeling a minimum of 3 working days or as required by company, utility, or local authority having jurisdiction before commencing operations.
- E. Disconnect and cap pipes and services as required by company, utility, or local authority having jurisdiction, and as required for demolition Work.

- F. Contractor to coordinate inspection of existing roofing with manufacturer after removal of existing skylights. Contractor to obtain certification from roofing manufacturer that existing condition is in good condition prior to installation of new skylights.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The drawings show general information only. Examine the site to determine the exact existing conditions and character and extent of the Work to be performed and operations required.
- B. Verify that spaces to remain unaltered adjacent to areas of demolition, alteration, or cutting are completely secured and rendered dustproof before beginning such work.

3.2 PREPARATION

- A. Provide barricades, and maintenance and supervision thereof, in accordance with applicable Federal, State and local Codes and their respective requirements, or as may be directed from time to time. Install temporary barricades, enclosures and protections before demolition work is started.
- B. Protection from Weather: Protect the interior of the existing building from damage by weather at all times during demolition and remodeling operations.

3.3 GENERAL DEMOLITION REQUIREMENTS

- A. Remove existing work and items which are required to be removed in such manner that minimum damage and disturbance is caused to adjacent and connection work scheduled to remain. Repair or replace, at the discretion of the Architect, existing work scheduled to remain which is damaged by these operations.
- B. Include preparation of existing areas to receive new materials and removal of materials and equipment to alter or repair the existing building as indicated and as specified.
- C. Perform demolition exercising proper care to prevent injury to the public, workmen and adjoining property.
- D. Perform the removal, cutting, drilling of existing work with extreme care, and use small tools in order not to jeopardize the structural integrity of the building.
- E. Rebuild existing work which has to be removed to allow the installation of new work as required by the Architect.
- F. Remove, protect and reinstall existing items as indicated. Replace materials scheduled for reuse which are damaged by the Contractor to the extent that they cannot be reused, with equal quality material.

3.4 DEMOLITION RESTRICTIONS

- A. Burning of rubbish at the site will not be permitted.
- B. Drilling or cutting of columns, beams, joists, girders, or other structural supporting elements will not be permitted, unless specifically approved by the Architect.
- C. Cover openings temporarily when not in use and patch as soon as work is installed.

3.5 SPECIFIC DEMOLITION REQUIREMENTS (AS APPLICABLE)

- A. Interior Slabs On Grade: Use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.

- B. Concrete and Masonry: Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools. Saw concrete along straight lines to a depth of not less than 1-1/2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete or masonry provided that the broken area is concealed in the finished work, and the remaining concrete or masonry is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete or masonry.
- C. Anchorages: Remove anchorages to at least 1/2-inch below the surface of concrete or masonry and patch depressions to provide a flush surface. Where surface will be concealed in the finished work, anchors may be cut flush with the surface.
- D. Remove carpet, resilient flooring, tile, and other flooring completely, including adhesives, edging strips, and accessories within area to be remodeled. Clean existing concrete slab ready to install new flooring materials.
- E. Doors and Hardware: Where doors are to be re-used in the new work, leave hardware attached to the door. Where this is not practical place items of hardware in a cloth bag attached to the door.
- F. Partitions: Remove partitions including finish, studs, plates and sills. Where only a partial run is removed, cut back the finish material to the centerline of the next adjacent support to remain. Leave remaining material with a clean terminal line with no loose adhering material. Where partitions have been installed on curbs, remove curbs and patch existing floor to receive new finish.
- G. Gypsum Board: Cut back the gypsum board to the centerline of the next adjacent support to remain. Leave remaining material with a clean terminal line with no loose adhering material.
- H. Ceramic Tile: Remove tile back to next full unit beyond the removal line. Saw cut setting bed at line to remain. Remove individual damaged tile and backing mortar as required to provide for installation of new tile in accordance with Section 09310 within the specified tolerances.
- I. Acoustic Tile and Panels: Remove tile and suspension system back to next full unit beyond the removal line. Remove individual panels where required for new light fixtures and elsewhere as indicated or directed. Store and protect units suitable for re-installation where indicated in the new work.
- J. Plaster: Cut plaster back to sound plaster on straight lines. Repair existing paper backings and lath to receive new finish.

3.6 SALVAGED MATERIALS AND ITEMS

- A. Do not reuse in this project, materials and items removed from existing site or buildings, except with specific written approval by the Architect in each case, unless such removed material or item is specifically indicated or specified to be reused.
- B. Remove materials and equipment indicated to be salvaged for reinstallation and store to prevent damage, and reinstall as the work progresses. Do not reuse in this project, other materials and equipment removed from existing site or building, except with specific written approval by the Architect in each case.
- C. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance remain the property of the Owner. Notify Owner if such items are encountered and obtain acceptance regarding method of removal and salvage from Owner.
- D. Dismantled materials and items to be reused shall be in good condition without objectionable cracks, chips, splits, checks, dents, scratches, or other defects. Operating items shall operate properly.

3.7 ALTERATIONS, PATCHING AND REPAIRS

- A. Patch areas requiring patching, including damage caused by removing, relocating, or adding fixtures and equipment, damages caused by demolition at adjacent materials.
- B. Existing permanent walls which remain shall have smooth regular surfaces with no visible marks from previous abutting construction.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Do not stockpile debris in the existing building, without the approval of the Architect. Remove debris as it accumulates from removal operations to a legal disposal area.
- B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

3.9 NOISE ABATEMENT AND DUST POLLUTION

- A. Noise Abatement: Limit noise to a reasonable level as related to specific items of equipment used and their hours of use. This does not preclude use of mechanical equipment, i.e. jack hammers, powder-driven fasteners.
- B. Dust Pollution: During demolition take precautions to moderate the intensity of blowing dust and dirt.

END OF SECTION

SECTION 06 10 50
MISCELLANEOUS CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber.

1.02 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.03 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 - 3. For fire-retardant treatments specified to be High-Temperature (HT) type include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 - 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Preservative-treated wood.
 - 2. Fire-retardant-treated wood.
 - 3. Power-driven fasteners.
 - 4. Powder-actuated fasteners.
 - 5. Expansion anchors.
 - 6. Metal framing anchors.

1.04 QUALITY ASSURANCE

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria":
 - 1. Dimension lumber framing.
 - 2. Miscellaneous lumber.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Deliver interior wood materials that are to be exposed to view only after building is enclosed and weatherproof, wet work other than painting is dry, and HVAC system is operating and maintaining temperature and humidity at occupancy levels.

PART 2 - PRODUCTS

2.01 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 4. Provide dressed lumber, S4S, unless otherwise indicated.

2.02 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
 - 1. For exposed lumber indicated to receive a stained or natural finish:
 - a. Mark end or back of each piece.
 - or
 - b. Omit marking and provide certificates of treatment compliance issued by inspection agency.
- D. Application:
 - 1. Treat items indicated on Drawings, and the following:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - c. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - d. Wood framing members that are less than 18 inches above the ground in crawl spaces or unexcavated areas.
 - e. Wood floor plates that are installed over concrete slabs-on-grade.

2.03 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Comply with performance requirements in AWWA C20 (lumber) and AWWA C27 (plywood).
 - 1. Use treatment that does not promote corrosion of metal fasteners.
 - 2. Use Exterior type for exterior locations and where indicated.
 - 3. Use Interior Type A, High Temperature (HT) for enclosed roof framing, framing in attic spaces, and where indicated.

4. Use Interior Type A, unless otherwise indicated.
- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
 1. For exposed lumber indicated to receive a stained or natural finish;
 - a. mark end or back of each piece.
 - or
 - b. omit marking and provide certificates of treatment compliance issued by inspection agency.
- C. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- D. Application:
 1. Treat items indicated on Drawings, and the following:
 - a. Concealed blocking.
 - b. Roof construction.

2.04 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Cants.
- B. For items of dimension lumber size, provide Structural or No. 1 grade lumber with 19 percent maximum moisture content of any species.
- C. For exposed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium or 2 Common (Sterling) grade; NeLMA, NLGA, WCLIB, or WWPA.
 2. Mixed southern pine, No. 1 grade; SPIB.
 3. Hem-fir or hem-fir (north), Select Merchantable or No. 1 Common grade; NLGA, WCLIB, or WWPA.
 4. Spruce-pine-fir (south) or spruce-pine-fir, Select Merchantable or No. 1 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. For concealed boards, provide lumber with 19 percent maximum moisture content and [any of] the following species and grades:
 1. Mixed southern pine, No. 2 grade; SPIB.
 2. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
 3. Spruce-pine-fir (south) or spruce-pine-fir, Construction or 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 4. Eastern softwoods, No. 2 Common grade; NELMA.
 5. Northern species, No. 2 Common grade; NLGA.
 6. Western woods, No. 1 Structural grade; WCLIB or WWPA.
- E. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- F. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.05 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners:

- a. with hot-dip zinc coating complying with ASTM A 153/A 153M.
 - b. of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
 - C. Power-Driven Fasteners: NES NER-272.
 - D. Wood Screws: ASME B18.6.1.
 - E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
 - F. Lag Bolts: ASME B18.2.1.
 - G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
 - H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.06 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Products: Subject to compliance with requirements, provide:
 - 1. Cleveland Steel Specialty Co.
 - 2. Harlen Metal Products, Inc.
 - 3. KC Metals Products, Inc.
 - 4. Simpson Strong-Tie Co., Inc.
 - 5. Southeastern Metals Manufacturing Co., Inc.
 - 6. USP Structural Connectors.
- D. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
 - 1. Use for interior locations where stainless steel is not indicated.
 - 2. Paragraph above is typical for most manufacturers and is suitable for most applications. Delete paragraph and subparagraph below if not required. Type 304 is usually standard for stainless steel; Type 316 gives better corrosion resistance for exposed applications in coastal environments.
- E. Stainless-Steel Sheet: ASTM A 666, Type 304 or as indicated on Drawings.
 - 1. Use for exterior locations and where indicated.

2.07 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
 - 1. Use adhesives that have a VOC content compliant with 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- F. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal-thickness.
 - 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.
 - 4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 8 feet o.c.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.3.1, "Nailing Schedule," and Section 2306.2 and 2306.3, "Wood Structural Panel Roof Sheathing Nailing Schedule," in California Building Code.
- J. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.02 WOOD GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.03 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 07 6200
FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Flashing and sheet metal components for building construction.
- B. Prefinished coping system, rakes, downspouts and gutters, provided in this Section.

1.02 RELATED SECTIONS

- A. Section 07 92 00 - Joint Sealers: Sealant products and installation requirements applicable to flashing and sheet metal.
- B. Section 08 45 23 - Translucent Fiberglass Skylight System: Requirements flashings.

1.03 REFERENCES

- A. National Roofing Contractors Association (NRCA):
 - 1. NRCA - Roofing and Waterproofing Manual.
 - 2. NRCA - Steep Roofing Manual.
- B. Sheet Metal and Air Conditioning Contractors National Association (SMACNA) - Architectural Sheet Metal Manual, current edition.
- C. American Society for Testing and Materials (ASTM).

1.04 SUBMITTALS

- A. Product Data: For flashing, sheet metal, and accessories; manufacturer's technical product data, installation instructions and general recommendations for each specified sheet material and fabricated product.
- B. Shop Drawings:
 - 1. Indicate layout, material profiles, methods of joining, and fastening and anchorages details, and installation details.
 - 2. Describe material profile, jointing pattern, jointing details, fastening methods, and installation details.
 - 3. Provide layouts at 1/4" = 1'-0" scale minimum and details at 3" = 1'-0" scale minimum.
 - 4. Scaled manufacturer's catalog data may be submitted for standard production, factory-fabricated products.

1.05 QUALITY ASSURANCE

- A. Fabricator and Installer: Company specializing in flashing and sheet metal work with minimum of five years of verifiable, experience on commercial and institutional projects.
- B. Pre-Application Conference: Attend roofing pre-application conference with Contractor, roofing subcontractor, District Representative and Architect to establish coordination of parties and full understanding of construction documents.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Delivery: Package and protect materials during shipment to avoid dampness and staining. Uncrate and inspect materials for damage, dampness, and staining upon delivery to the Project site. Remove from the site and replace damaged materials that cannot be restored to like-new condition.
- B. Storage: Store materials in dry, weather-tight, ventilated areas until immediately before installation. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to provide ventilation. Prevent contact with materials during storage which may cause discoloration, staining, or damage.

- C. Handling: Handle sheet metal items to avoid damage to surfaces, edges, and ends.

1.07 PROJECT CONDITIONS

- A. Coordination: Coordinate Work specified in this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance and durability of Work and protection of materials and finishes.

PART 2 - PRODUCTS

2.01 FLASHING AND SHEET METAL MATERIALS

- A. Sheet Metal Materials, General: Meet or exceed minimum requirements and recommendations of reference standards.
- B. Zinc-Coated (Galvanized) Steel: Commercial quality sheet steel with 0.20 percent copper, ASTM A653; Coating Designation G60 hot-dip galvanized typically and G90 for parapet caps, mill phosphatized where indicated for painting; 20 gage minimum except as otherwise indicated on the Drawings or recommended by SMACNA Architectural Sheet Metal Manual.
- C. Stainless Steel: AISI Type 302 or 304, complying with ASTM A167, 2D finish, fully annealed, dead-soft temper, except where harder temper required for forming or performance; 0.0156-inch thick (28 gage) except as otherwise indicated. Provide smooth finish typically.
- D. Lead: ASTM B749, Type L51121, copper-bearing sheet lead, minimum 4 lb/sq ft (0.0625-inch thick) except not less than 6 lb/sq ft (0.0937-inch thick) for burning (welding) unless otherwise indicated.
- E. Zinc Sheet and Strip: ASTM B69, Type I, minimum 0.024-inch thick.
- F. Prefinished Sheet Metal: Form panels and flashings from hot-dip zinc coated stainless steel sheet or hot-dip aluminum-zinc alloy coated steel sheet; prefinished with fluorocarbon coating system on both sides. Coatings shall be applied using the continuous coil coating process. Panel finish shall be smooth.
 - 1. Hot-Dip Zinc Coated Steel Sheet: ASTM A924 and A653, Grade 40, 22 gage coated in accordance with coating designation G60; cleaned; and phosphate treated for maximum coating adherence.
 - 2. Hot-Dip Aluminum-Zinc Alloy Coated Steel Sheet: ASTM A924 and A792, 22 gage aluminum zinc-alloy coated in accordance with ASTM A792 coating class AZ55; cleaned and chromate treated for maximum coating adherence.
 - 3. Acceptable Manufacturer's (or approved equal):
 - a. Metal Sales Manufacturing Corp.

2.02 ACCESSORY MATERIALS

- A. Accessory Materials: Provide accessory materials and other items essential to complete the sheet metal installation. Metal accessories shall be made of the same materials as the items to which they are applied.
- B. Underlayment: ASTM D2626 Type 1, No. 30 asphalt saturated roofing felt (commonly referred to as #30 felt).
- C. Paper Slip Sheet: 5-lb. rosin-sized building paper.
- D. Polyethylene Underlayment: Reinforced polyethylene sheet, minimum 6 mils thick, resistant to decay when tested in accordance with ASTM E154.
- E. Fasteners, General: Same metal as flashing/sheet metal or other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened. Provide soft neoprene washers at exposed fasteners.
 - 1. Sheet steel fasteners: Galvanized steel or stainless steel.
 - 2. Fasteners to wood substrate: See details on Drawings. Use full-threaded screws unless otherwise indicated.
 - 3. Fasteners to concrete, masonry and metal substrates: See details on Drawings.
 - a. Use threaded concrete and masonry fasteners typically at concrete and solid masonry substrates.
 - b. Use self-drilling, self-threading fasteners typically at metal substrates.

- F. Solder:
 1. For use with steel, ASTM B32, Grade Sn50, used with rosin flux.
 2. For use with stainless steel, ASTM B32, Grade Sn60, used with an acid flux of type recommended by stainless-steel sheet manufacturer; use a non-corrosive rosin flux over tinned surfaces.
- G. Flux: FS O-F-506.
- H. Shop Primer Paint: Coordinate primer with finish paint and coating, as applicable, to provide sound foundation for field-applied topcoats despite prolonged exposure during construction.
 1. Shop primer for galvanized steel, for exposed exterior locations: Tnemec Series 66 Epoxyline Two-Part Catalyzed Epoxy Coating, or equal.
 2. Shop primer for ferrous metal at concealed exterior locations and for interior locations: Tnemec 90E-92, ethyl silicate zinc-rich primer.
- I. Field Primer and Finish Paints: As specified on Drawings.
- J. Bituminous Coating: Tnemec 46-450 Heavy Tnemecol or equal, high-build mineral-filled coal tar pitch coating, or a cold-applied asphalt mastic complying with SSPC-Paint 12, except containing no asbestos fibers.
- K. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, non-drying, non-migrating sealant, as specified in Section 07 92 00 - Joint Sealers.
- L. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Section 07 92 00 - Joint Sealers.
- M. Epoxy Seam Sealer: 2-part non-corrosive metal seam cementing compound, recommended by metal manufacturer for exterior/interior non-moving joints including riveted joints.
- N. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather-resistant seaming and adhesive application of flashing sheet.
- O. Elastic Flashing Filler: Closed-cell polyethylene or other soft closed-cell material recommended by elastic flashing manufacturer as filler under flashing loops to ensure movement with minimum stress on flashing sheet.
- P. Roofing Cement: ASTM D2822, asphaltic base cement, free of asbestos.
- Q. Plastic Cement: FS SS-C-153, Type I, asphaltic base cement.
- R. Lead Flashing: 4# lead with 6 to 7 percent antimony content.
- S. Miscellaneous Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of the Work, matching or compatible with material being installed, non-corrosive, size and gage required for performance.

2.03 FABRICATION

- A. Shop Fabrication, General: Shop-fabricate sheet metal to greatest extent possible. Comply with details shown on Drawings and with applicable requirements of referenced standards and other recognized industry practices to accommodate local climatic considerations.
 1. Fabricate sheet metal for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the Work.
 2. Fabricate sheet metal items of the materials specified below. Form sheet metal Work to fit substrates.
 3. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
 4. Form pieces and sections in longest practical lengths, true to shape, accurate in size, square, and free from distortion or defects.
 5. Typically, provide sheet metal items in 8- to 10-foot lengths. Single pieces less than 8-feet long may be used to connect to factory-fabricated inside and outside corners, and at ends of runs.
 6. Fabricate vertical faces with bottom edge formed outward 1/4-inch and hemmed to form drip, fabricate to allow toe to extend 2 inches over roofing.

- B. Edges: Hem exposed edges on underside 1/2-inch. Miter and seam corners.
- C. Corners: Fabricated from one piece with minimum 18-inch long legs; lock seam and solder for rigidity.
- D. Seams: Typically fabricate non-moving seams in sheet metal with flat lock seams.
 - 1. Typical Seams: Overlapped and sealed seams.
 - 2. Coping Seams: Lock seams, flattened.
 - 3. Seams, Horizontal to Vertical Transitions: Solder joints.
 - 4. Soldered seams: Tin edges to be seamed, form seams, and solder.
- E. Configurations: As indicated on Drawings and as referenced to SMACNA Architectural Sheet Metal Manual.
- F. Expansion Provisions: Where lapped or bayonet-type expansion provisions in sheet metal Work cannot be used or would not be sufficiently waterproof and weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with mastic sealant (concealed within joints).
 - 1. Provide expansion joints per SMACNA Standards, but not greater than 30 feet on center.
- G. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of sheet metal Work, form metal to provide for proper installation of elastomeric sealant, in compliance with referenced SMACNA standards.
- H. Cleats and Starter Strips: Fabricated of same material as sheet metal fabrication, minimum 4-inches wide, except at continuous strips, interlockable with sheet metal fabrication. Typically use continuous strips.
- I. Exposed Sheet Metal Items: Galvanized sheet steel.
- J. Metal Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.
- K. Standard Products: Standard production products, conforming substantially to details and design as shown, intended, or as required to provide continued watertightness, are acceptable for counterflashing, reglets, gravel stops, copings and edging in stock patterns.
- L. Pitch Pans: SMACNA Manual Figure 4-16. Set pan on top of roof plies in bed of plastic cement, to be stripped in by roofer. Fill pitch pan to within 1-inch of top with non-shrink grout and fill remainder with modified bitumen. Provide sheet metal umbrella in unprotected locations. Provide 3-inch upstand and 4-inch horizontal flange.

2.04 COPING AND CAP FLASHING

- A. Coping and caps of type and profile indicated on Drawings, 20 gage galvanized sheet metal, with integral expansion.

2.05 SHEET METAL FINISH (GALVANIZED)

- A. Preparation: Shop prepare metal surfaces for field painting by bonderizing or priming. Pretreat galvanized metal as recommended by primer paint manufacturer.
- B. Sheet Metal Finish: Unless otherwise indicated, all exposed exterior sheet metal, except stainless steel or factory finish painted steel, is intended to receive field-applied special coating finish, as shown on the Drawings.
- C. Priming: All exposed sheet metal, except stainless steel, is intended for field finish painting. Shop prime all sheet metal indicated to be field painted. Exposed surfaces shall be ready for field finish painting as on Drawings.
- D. Backpriming: Backpaint concealed metal surfaces with bituminous coating, to a minimum dry film thickness of 15 mils.
- E. Fasteners: Exposed fasteners shall match finish of surrounding material.

2.06 SHEET METAL FINISH (PREFINISHED)

- A. Primer: Finish coating formulator's standard epoxy primer as recommended for the substrate and coating process used.

- B. Fluorocarbon Finish: Coating which contains not less than 70% Kynar 500 as manufactured by Atochem North America, Inc., or Hylar 5000 as manufactured by Ausimont USA, Inc., polyvinylidene fluoride (PVDF) resin meeting the requirement of AAMA 605.2-90.
 - 1. Acceptable products:
 - a. Akzo; Trinar.
 - b. Glidden Coatings and Resins; Nubelar.
 - c. Morton International; Fluoroceram.
 - d. PPG Industries; Duranar.
 - e. Valspar; Fluoropan.
- C. Protective Film: Apply a strippable plastic film for protection of the fluorocarbon coating during fabrication, shipping and storage.
- D. Application:
 - 1. Primer: Prime the cleaned and treated surfaces with baked-on epoxy primer applied to achieve a dry film thickness of not less than 0.2 mils.
 - 2. Fluorocarbon Finish: Finish the prime surface using the coil coating process to achieve a dry film thickness of not less than 0.8 mils and oven bake at a temperature of not less than 475 degrees F in accordance with the coating formulators written procedures.
- E. Color: Special colors indicated on Exterior Color Schedule. Provide coating materials for all items specified to be coated, by one manufacturer.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Field measure site conditions prior to fabricating Work.
- B. Install starter and edge strips, and cleats before starting installation.
- C. Verify roof openings, curbs, pipes, sleeves, ducts and vents through roof are solidly set, cant strips and reglets in place and nailing strips located.
- D. Verify membrane termination and base flashings in place, sealed and secure.

3.02 INSTALLATION, GENERAL

- A. Locations and Details: As indicated on Drawings. If conditions are not indicated, generally provide sheet metal flashing in the angles formed where roof decks abut walls, curbs, ventilators, pipes, or other vertical surfaces and wherever indicated and necessary to make the Work watertight and weathertight.
- B. Installation, General: Except as otherwise indicated, conform to Drawing details and with referenced SMACNA - Architectural Sheet Metal Manual details. If details or conditions are not indicated, comply with standard details and recommended practices in SMACNA - Architectural Sheet Metal Manual, and referenced industry standards. For proprietary products, conform to manufacturer's installation instructions and recommendations.
 - 1. Make lines, profiles, arises, and angles accurate, sharp and true. Make corners square, surfaces true and straight in planes.
 - 2. Exposed surfaces shall be free from visible wave, warp, and buckle, and tool marks. Fold back exposed edges neatly to form a 1/2-inch hem on the concealed side. Make sheet metal exposed to the weather watertight with provisions for expansion and contraction.
 - 3. Anchor sheet metal fabrications securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated.
 - 4. Install sheet metal flashing and trim with laps, joints, and seams that will be permanently watertight and weatherproof. Provide lapped and sealed joints only where indicated and where approved by the Architect.
 - 5. Seal metal joints watertight. Apply plastic cement compound between metal flashings and felt flashings.

- C. Cleats and Starter Strips:
 1. Provide cleats for sheet metal where indicated and also where sheet metal is 18-inches and over in width.
 2. Unless continuous cleat is indicated, space cleats evenly not over 12-inches on center, unless otherwise specified or indicated.
 3. Unless otherwise specified, cleats shall be not less than 2-inches wide by 3-inches long and of the same material and thickness as the sheet metal being installed.
 4. Secure one end of the cleat with two fasteners, with cleat folded back over the fastener head.
 5. Lock the other end into the seam.
 6. Pre-tin cleats for soldered seams.
- D. Flanges: Bed flanges of sheet metal fabrications in a thick coat of bituminous roofing cement where required for waterproof performance.
- E. Seams: Straight and uniform in width and height with no solder showing on the face.
 1. Flat-lock seams: Finish not less than 3/4-inch wide.
 2. Lap seams: Finish soldered seams not less than one-inch wide. Overlap seams, not soldered, shall be not less than 3-inches wide.
 3. Loose-lock expansion seams: Not less than 3 inches wide; provide minimum 1-inch movement within the joint. Completely fill the joints with the specified sealant, applied at not less than 1/8-inch thick bed. Sealants are specified in Section 07 92 00 - Joint Sealers.
 4. Standing seams: Not less than one inch high, double locked without solder.
 5. Flat seams: Make seams in the direction of the flow.
- F. Bolts, Rivets, and Screws: Install bolts, rivets, and screws where indicated or necessary. Provide compatible washers to protect surface of sheet metal and to provide a watertight connection.
 1. Install prefinished items with matching colored pop rivets. Provide tape and sealants as recommended by manufacturer.
- G. Fastening: Restrict screwing and nailing of sheet metal generally to sheet metal having a maximum width of 18-inches.
 1. Confine screwing and nailing of flashing to one edge only.
 2. Space fasteners evenly not over 3-inches on centers and approximately 1/2-inch from edge, unless otherwise specified or indicated.
 3. Face fastening will not be accepted at locations to public view.
- H. Soldering:
 1. Clean and flux metals in seams before soldering.
 2. Pre-tin edges of sheet metals before soldering.
 3. Solder immediately after application of the flux. Slowly solder with well-heated soldering irons so as to thoroughly heat the seams and completely sweat the solder through the full width of the seam.
 4. Solder metal joints watertight for full metal surface contact.
 5. Upon completion of soldering, thoroughly clean sheet metal of acid flux residue, using a neutralizing solution of washing soda in water, and rinse with clean water.
- I. Expansion Control: Provide for expansion and contraction of sheet metal as recommended in reference standards.
 1. Sheet metal shall accommodate thermal expansion and contraction resulting from an ambient temperature differential of 120 degrees F, which may result in a metal surface temperature range of 180 degrees F, without causing buckling, excessive stresses on structural elements or fasteners, stresses on glazing, failure of seals, reduction of performance, or other detrimental effects on appearance and performance.
 2. Provide expansion and contraction control joints at not more than 40-foot intervals typically, except for copings, gravel stops and other roof edge terminations.
 3. For copings, gravel stops and other roof edge terminations, provide expansion and contraction control joints at 10 feet on center maximum.
 4. Space joints evenly.
 5. Where the distance between the last expansion joint and the end of the continuous run is more than half the required interval, provide an additional joint.

- J. Expansion Joints Installation: Screw flanges of expansion joint units to curb nailers, at maximum spacing of 6-inches on center. Fabricate seams at joints between units with minimum 3-inch overlap, to form a continuous, waterproof system.
- K. Protection from Contact with Dissimilar Materials:
 - 1. Metal surfaces: Coat surfaces in contact with mortar, concrete, or other cementitious materials, with alkali-resistant bituminous coating.
 - 2. Dissimilar metals: Apply 7-1/2 mil minimum dry film thick coating of bituminous paint to each contacting face of dissimilar metals, for net 15 mil minimum thickness of coating.
 - 3. Wood or other absorptive materials: Paint surfaces that may become repeatedly wet and in contact with metal with heavy coat of bituminous coating.

3.03 FLASHINGS INSTALLATION

- A. Flashings Installation, General: Fit flashings tight in place. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Architect.

3.04 CLEANING AND PREPARATION FOR FIELD PAINTING

- A. Metal Preparation: As sheet metal installation progresses, neutralize excess flux with 5 to 10 percent washing soda solution, and thoroughly rinse.
- B. Repairs: Repair or replace damaged and deformed sheet metal.
- C. Cleaning: Wash down exposed surfaces and remove stains, scrap and debris such that sheet metal is ready to receive field painting and related Work.
 - 1. Wash down exposed surfaces and remove soiling, dust, contamination from steel wool and drilling residue, and other scrap and debris.
 - 2. Scrub surfaces with detergent solution as necessary to remove grease and oil films, handling marks, and stains.

3.05 FIELD PAINTING

- A. Field Painting: Field-paint exposed sheet metal for corrosion resistance and decorative purposes.

3.06 PROTECTION

- A. Protection: Protect sheet metal flashings and trim during remainder of construction to ensure that Work will be without damage or deterioration other than natural weathering at time of Substantial Completion review.

END OF SECTION

SECTION 07 92 00
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.
- C. District-provided field quality control.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Flashing and Sheet Metal: Sealant at flashings.
- B. Section 08 45 23 - Translucent Fiberglass Skylight System: Sealant at joints.

1.03 REFERENCE STANDARDS

- A. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants; 2015.
- B. ASTM C834 - Standard Specification for Latex Sealants; 2010.
- C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2000 (Reapproved 2011).
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- G. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2002 (Reapproved 2013).
- H. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2013.

1.04 SUBMITTALS

- A. See Section 01 33 23 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Sample product warranty.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- F. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.
- G. Installation Log: Submit filled out log for each length or instance of sealant installed.

- H. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience and approved by manufacturer.
- D. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver to manufacturer sufficient samples for testing.
 - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
 - 6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.
- E. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
 - 1. Identification of testing agency.
 - 2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
 - a. Substrate; if more than one type of substrate is involved in a single joint, provide two entries on form, for testing each sealant substrate side separately.
 - b. Test date.
 - c. Location on project.
 - d. Sealant used.
 - e. Stated movement capability of sealant.
 - f. Test method used.
 - g. Date of installation of field sample to be tested.
 - h. Date of test.
 - i. Copy of test method documents.
 - j. Age of sealant upon date of testing.
 - k. Test results, modeled after the sample form in the test method document.
 - l. Indicate use of photographic record of test.
- F. District will employ an independent testing agency to perform the field quality control inspection and testing as referenced in PART 3 of this section and as follows, to prepare and submit the field quality control plan and log, and to provide recommendations of remedies in the case of failure.
 - 1. Contractor shall cooperate with testing agency and repair failures discovered and destructive test location damage.
- G. Field Quality Control Plan:
 - 1. Visual inspection of entire length of sealant joints.
 - 2. Non-destructive field adhesion testing of sealant joints, except interior acrylic latex sealants.

- a. For each different sealant and substrate combination, allow for one test every 12 inches in the first 10 linear feet of joint and one test every 24 inches thereafter.
 - b. If any failures occur in the first 10 linear feet, continue testing at 12 inch intervals at no extra cost to District.
3. Destructive field adhesion testing of sealant joints, except interior acrylic latex sealant.
 - a. For each different sealant and substrate combination, allow for one test every 100 feet in the first 1000 linear feet, and one test per 1000 linear feet thereafter, or once per floor on each elevation.
 - b. If any failures occur in the first 1000 linear feet, continue testing at frequency of one test per 500 linear feet at no extra cost to District.
 4. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.
- H. Field Adhesion Test Procedures:
1. Allow sealants to fully cure as recommended by manufacturer before testing.
 2. Have a copy of the test method document available during tests.
 3. Take photographs or make video records of each test, with joint identification provided in the photos/videos; for example, provide small erasable whiteboard positioned next to joint.
 4. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 5. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
 6. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to District.
 7. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- I. Non-Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Nondestructive Spot Method.
1. Record results on Field Quality Control Log.
- J. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
1. Sample: At least 18 inch long.
 2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
 3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.
 4. Record results on Field Quality Control Log.
 5. Repair failed portions of joints.
- K. Field Adhesion Tests of Joints: Test for adhesion using most appropriate method in accordance with ASTM C1521, or other applicable method as recommended by manufacturer.

1.06 WARRANTY

- A. See General Conditions, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.

- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 - 2. Dow Corning Corporation: www.dowcorning.com/construction.
 - 3. Fortifiber Building Systems Group: www.fortifiber.com.
 - 4. Hilti, Inc: www.us.hilti.com.
 - 5. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.
 - 6. Pecora Corporation: www.pecora.com.
 - 7. Tremco Global Sealants: www.tremcosealants.com.
 - 8. Sherwin-Williams Company: www.sherwin-williams.com.
 - 9. Sika Corporation: www.usa-sika.com.
 - 10. W.R. Meadows, Inc: www.wrmeadows.com.
 - 11. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
 - 1) Exception: Such gaps and openings in gypsum board and plaster finished stud walls and suspended ceilings.
 - 2) Exception: Through-penetrations in sound-rated assemblies that are also fire-rated assemblies.
 - c. Other joints indicated below.
 - 2. Do not seal the following types of joints.
 - a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - c. Joints where installation of sealant is specified in another section.
 - d. Joints between suspended panel ceilings/grid and walls.
- B. Interior Joints: Use nonsag polyurethane sealant, Type EP-1, unless otherwise indicated.
 - 1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant; Type IA-1.
 - 2. In Sound-Rated Assemblies: Acrylic emulsion latex sealant; Type IA-1.
- C. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".
- D. Areas Where Tamper-Resistance is Required: As indicated on the drawings.

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as required per CalGreen requirements.

2.04 NONSAG JOINT SEALANTS

- A. Type FS-1 - Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 - 1. Color: White.
 - 2. Products:
 - a. BASF Construction Chemicals-Building Systems; OmniPlus, by Sonneborn Building Products Div.: www.buildingsystems.basf.com.
 - b. Dow Corning Corporation; 786 Silicone Sealant: www.dowcorning.com.
 - c. Momentive Performance Materials, Inc (GE Silicones products); Silpruf SCS 1700 Sanitary: www.momentive.com.
 - d. Pecora Corporation; 898NST Sanitary Silicone Sealant - Class 50: www.pecora.com.
 - e. Sika Corporation; Sikasil GP: www.usa-sika.com.
 - f. Tremco Global Sealants; Proglaze: www.tremcosealants.com.
 - g. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Type EP-1 - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Color: Match adjacent finished surfaces.
 - 3. Service Temperature Range: Minus 40 to 180 degrees F.
 - 4. Products:
 - a. Pecora Corporation; DynaTrol I-XL General Purpose One Part Polyurethane Sealant: www.pecora.com.
 - b. The QUIKRETE Companies; QUIKRETE® Polyurethane Non-Sag Sealant: www.quikrete.com.
 - c. Sherwin-Williams Company; Stampede-1/-TX Polyurethane Sealant: www.sherwin-williams.com.
 - d. Sika Corporation; Sikaflex-1a: www.usa-sika.com.
 - e. Sika Corporation; Sikaflex-15 LM: www.usa-sika.com.
 - f. W. R. MEADOWS, Inc.; POURTHANE NS: www.wrmeadows.com.
 - g. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Type IA-1 - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
 - 1. Color: Standard colors matching finished surfaces, Type OP (opaque).
 - 2. Grade: ASTM C834; Grade - Minus 18 Degrees C.
 - 3. Products:
 - a. Pecora Corporation; AC-20 + Silicone Acrylic Latex Caulking Compound: www.pecora.com.
 - b. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: www.sherwin-williams.com.
 - c. Tremco Global Sealants; Acrylic Latex 834: www.tremcosealants.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
 - 3. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location shown in the test plan.
 - 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 - 2. Notify Architect of date and time that tests will be performed, at least 7 days in advance.
 - 3. Record each test on Preinstallation Adhesion Test Log as indicated.
 - 4. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Architect.
 - 5. After completion of tests, remove remaining sample material and prepare joint for new sealant installation.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.

2. Neck dimension no greater than 1/3 of the joint width.
 3. Surface bond area on each side not less than 75 percent of joint width.
- E. Install bond breaker backing tape where backer rod cannot be used.
 - F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
 - G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
 - H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. District will employ an independent testing agency to perform field quality control inspection and testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Non-Destructive Adhesion Testing: If there are any failures in first 100 linear feet, notify Architect immediately.
- C. Destructive Adhesion Testing: If there are any failures in first 1000 linear feet, notify Architect immediately.
- D. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.
- E. Repair destructive test location damage immediately after evaluation and recording of results.

END OF SECTION

SECTION 08 45 23
TRANSLUCENT FIBERGLASS SKYLIGHT SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes the insulated translucent sandwich panel skylight system and accessories as shown and specified. Work includes providing and installing:
 - 1. Flat factory prefabricated structural insulated translucent sandwich panels
 - 2. Aluminum installation system
 - 3. Aluminum flashing attached to skylights
- B. Related Sections:
 - 1. Flashing and Sheet Metal: Section 07 62 00
 - 2. Sealants: Section 07 92 00

1.2 SUBMITTALS

- A. Submit manufacturer's product data. Include construction details, material descriptions, profiles and finishes of skylight components.
- B. Submit shop drawings. Include elevations and details.
- C. Submit manufacturer's color charts showing the full range of colors available for factory-finished aluminum.
 - 1. When requested, submit samples for each exposed finish required, in same thickness and material indicated for the work and in size indicated below. If finishes involve normal color variations, include sample sets consisting of two or more units showing the full range of variations expected.
 - a. Sandwich panels: 14" x 28" units
 - b. Factory finished aluminum: 5" long sections
- D. Submit Installer Certificate, signed by installer, certifying compliance with project qualification requirements.
- E. Submit product reports from a qualified independent testing agency indicating each type and class of panel system complies with the project performance requirements, based on comprehensive testing of current products. Previously completed reports will be acceptable if for current manufacturer and indicative of products used on this project.
 - 1. Reports required are:
 - a. International Building Code Evaluation Report
 - b. Flame Spread and Smoke Developed (UL 723) – Submit UL Card
 - c. Burn Extent (ASTM D 635)
 - d. Color Difference (ASTM D 2244)
 - e. Impact Strength (UL 972)
 - f. Bond Tensile Strength (ASTM C 297 after aging by ASTM D 1037)
 - g. Bond Shear Strength (ASTM D 1002)
 - h. Beam Bending Strength (ASTM E 72)
 - i. Fall Through Resistance (ASTM E 661)
 - j. Insulation U-Factor (NFRC 100)
 - k. NFRC System U-Factor Certification (NFRC 700)
 - l. Solar Heat Gain Coefficient (NFRC or Calculations)
 - m. Condensation Resistance Factor (AAMA 1503)
 - n. Structural Performance (ASTM E 330)
 - o. Class A Roof Covering Burning Brand (ASTM E 108)
 - p. Daylight Autonomy
 - q. Light Transmission (NFRC 202)

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications
 - 1. Material and products shall be manufactured by a company continuously and regularly employed in the manufacture of specified materials for a period of at least ten consecutive years and which can show evidence of those materials being satisfactorily used on at least six projects of similar size, scope and location. At least three of the projects shall have been in successful use for ten years or longer.
 - 2. Panel system must be listed by an ANSI accredited Evaluation Service, which requires quality control inspections and fire, structural and water infiltration testing of sandwich panel systems by an accredited agency.
 - 3. Quality control inspections shall be conducted at least once each year and shall include manufacturing facilities, sandwich panel components and production sandwich panels for conformance with AC177 "Translucent Fiberglass Reinforced Plastic (FRP) Faced Panel Wall, Roof and Skylight Systems" as issued by the ICC-ES.
- B. Installer's Qualifications: Installation shall be by an experienced installer, which has been in the business of installing specified skylight systems for at least two consecutive years and can show evidence of satisfactory completion of projects of similar size, scope and type.

1.4 PERFORMANCE REQUIREMENTS

- A. The manufacturer shall be responsible for the configuration and fabrication of the complete skylight panel system.
 - 1. When requested, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 2. Structural Loads; Provide skylight system capable of handling the following loads:
 - a. Live Load: 20 PSF
 - b. Wind Load: 25 PSF (ASD)

1.5 DELIVERY STORAGE AND HANDLING

- A. Deliver panel system, components and materials in manufacturer's standard protective packaging.
- B. Store panels on the long edge; several inches above the ground, blocked and under cover in accordance with manufacturer's storage and handling instructions.

1.6 WARRANTY

- A. Submit installer's written warranty agreeing to repair or replace panel system work, which fails in materials or workmanship within one year of the ship date.
- B. Submit manufacturer's written warranty for the following:
 - 1. Manufacturer's standard ten (10) year pro-rata limited warranty starting at ship date.
 - 2. Manufacturer's standard twenty-five (25) year warranty against fiber exposure starting at ship date.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. The basis for this specification is for products manufactured by Kalwall Corporation. Other fiberglass translucent panel manufacturers may request approval by submitting evidence of full compliance with the performance requirements of this specification (including submitting a computer-generated daylight autonomy report showing that the proposed translucent daylighting system will provide 538 lux in the day lit areas for an average of 78% of the daylight hours for the entire year). Substitution request per Section 01 60 00.
 - 1. Kalwall Corporation, contact local distributor Integrated Marketing Concepts, Inc. Michelle Hough, (909) 392-5500, michelle@imc-ca.com.

2.2 PANEL COMPONENTS

- A. Face Sheets
 - 1. Translucent faces: Manufactured from glass fiber reinforced thermoset resins, formulated specifically for architectural use.
 - a. Thermoplastic (e.g. polycarbonate, acrylic) faces are not acceptable.
 - b. Face sheets shall not deform, deflect or drip when subjected to fire or flame.
 - 2. Interior face sheets:
 - a. Flame spread: Underwriters Laboratories (UL) listed, which requires periodic unannounced retesting, with flame spread rating no greater than 50 and smoke developed no greater than 250 when tested in accordance with UL 723.
 - b. Burn extent by ASTM D 635 shall be no greater than 1”.
 - 3. Exterior face sheets:
 - a. Color stability: Full thickness of the exterior face sheet shall not change color more than 3 CIE Units DELTA E by ASTM D 2244 after 5 years outdoor South Florida weathering at 5° facing south, determined by the average of at least three white samples with and without a protective film or coating to ensure long-term color stability. Color stability shall be unaffected by abrasion or scratching.
 - b. Strength: Exterior face sheet shall be uniform in strength, impenetrable by hand held pencil and repel an impact minimum of 70 ft. lbs. without fracture or tear when impacted by a 3-1/4” diameter, 5 lb. free-falling ball per UL 972.
 - 4. Appearance:
 - a. Exterior face sheets: Smooth, .070” thick and Crystal in color.
 - b. Interior face sheets: Smooth, .045” thick and White in color.
 - c. Face sheets shall not vary more than $\pm 10\%$ in thickness and be uniform in color.
- B. Grid Core
 - 1. Aluminum I-beam grid core shall be of 6063-T6 or 6005-T5 alloy and temper with provisions for mechanical interlocking of muntin-mullion and perimeter. Width of I-beam shall be no less than 7/16”.
 - 2. I-beam Thermal break: Minimum 1”, thermoset fiberglass composite.
- C. Laminate Adhesive
 - 1. Heat and pressure resin type adhesive engineered for structural sandwich panel use, with minimum 25-years field use. Adhesive shall pass testing requirements specified by the International Code Council “Acceptance Criteria for Sandwich Panel Adhesives”.
 - 2. Minimum tensile strength of 750 PSI when the panel assembly is tested by ASTM C 297 after two exposures to six cycles each of the aging conditions prescribed by ASTM D 1037.
 - 3. Minimum shear strength of the panel adhesive by ASTM D 1002 after exposure to four separate conditions:
 - a. 50% Relative Humidity at 68° F: 540 PSI
 - b. 182° F: 100 PSI
 - c. Accelerated Aging by ASTM D 1037 at room temperature: 800 PSI
 - d. Accelerated Aging by ASTM D 1037 at 182° F: 250 PSI

2.3 PANEL CONSTRUCTION

- A. Provide sandwich panels of flat fiberglass reinforced translucent face sheets laminated to a grid core of mechanically interlocking I-beams. The adhesive bonding line shall be straight, cover the entire width of the I-beam and have a neat, sharp edge.
 - 1. Thickness: 2-3/4”
 - 2. Light transmission per NFRC 202: 7%
 - a. Daylighting Autonomy report showing that the proposed translucent daylighting system will provide 538 lux in the day lit areas for an average of 78% of the daylight hours for the entire year.
 - 3. Solar heat gain coefficient: 0.12.
 - 4. Panel U-factor by NFRC certified laboratory: 2-3/4” thermally broken grid 0.10.
 - 5. Complete insulated panel system shall have NFRC certified U-factor of 0.17.
 - 6. Grid pattern: Nominal size - 8” x 20”; pattern - shoji.

- B. Standard panels shall deflect no more than 1.9” at 30 PSF in 10’ 0” span without a supporting frame by ASTM E 72.
- C. Standard panels shall withstand 1200° F fire for minimum one hour without collapse or exterior flaming.
- D. Thermally broken panels: Minimum Condensation Resistance Factor of 80 by AAMA 1503 measured on the bond line.
- E. Skylight System:
 - 1. Skylight system shall pass Class A Roof Burning Brand Test By ASTM E 108.
- F. Skylight System shall meet the fall through requirements of OSHA 1910.23 as demonstrated by testing in accordance with ASTM E661, thereby not requiring supplemental screens or railings. Walking on panels will not void the warranty.

2.4 BATTENS AND PERIMETER CLOSURE SYSTEM

- A. Closure system:
 - 1. Extruded aluminum 6063-T6 and 6063-T5 alloy and temper clamp-tite screw type closure system.
 - 2. Skylight perimeter closures at curbs shall be factory sealed to panels.
- B. Flashing: Manufacturer extended .063” aluminum flashing (where previously provided) and counter-flashing at low side of skylight.
- C. Sealing tape: Manufacturer's standard, pre-applied to closure system at the factory under controlled conditions.
- D. Fasteners: 300 series stainless steel screws for aluminum closures, excluding final fasteners to the building.
- E. Finish:
 - 1. Manufacturer's factory applied finish, which meets the performance requirements of AAMA 2604. Color to be selected from manufacturer's standard color chart.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Installer shall examine substrates, supporting structure and installation conditions.
- B. Do not proceed with panel installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Metal Protection:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete, masonry or pressure treated wood, protect against corrosion by painting contact surfaces with bituminous paint or method recommended by manufacturer.

3.3 INSTALLATION

- A. Install the skylight system in accordance with the manufacturer's suggested installation recommendations and approved shop drawings.
 - 1. Anchor component parts securely in place by permanent mechanical attachment system.
 - 2. Accommodate thermal and mechanical movements.
 - 3. Set perimeter framing in a full bed of sealant compound, or with joint fillers or gaskets to provide weather-tight construction.
- B. Install joint sealants at perimeter joints and within the panel system in accordance with manufacturer's installation instructions.

3.4 FIELD QUALITY CONTROL

- A. Water Test: Installer to test skylights according to procedures in AAMA 501.2.
- B. Repair or replace work that does not pass testing or that is damaged by testing and retest work.

3.5 CLEANING

- A. Clean the skylight system interior and exterior, immediately after installation.
- B. Refer to manufacturer's written recommendations.

END OF SECTION

APPENDIX B

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 Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order forms, Shop Drawing Transmittals form, Insurance Certificates and Endorsements, Guarantee form, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) CONTRACTOR or DISTRICT are those mentioned as such in the Agreement. They are treated throughout the Project Documents as if they are of singular number and neuter gender.
- (g) DISTRICT is the Governing Board or its duly authorized representative.
- (h) Locality in which the work is performed means the county and city in which the work is done.
- (i) Project is the planned undertaking as provided for in the Project Documents by DISTRICT and CONTRACTOR.
- (j) Provide shall include "provide complete in place," that is, "furnish and install."
- (k) Safety Orders are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.

(l) Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

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

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

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

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

ARTICLE 2. STATUS OF CONTRACTOR

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

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

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

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

ARTICLE 4.

CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

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

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

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

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

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

ARTICLE 5. SUBCONTRACTORS

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

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

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

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

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

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

ARTICLE 6. PROHIBITED INTERESTS

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

ARTICLE 7. DISTRICT'S INSPECTOR

- (a) One or more Inspector(s), including special inspectors, as required, will be employed by DISTRICT and will be assigned to the Project.
- (b) No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Project Documents or order extra work and any extra work performed without the written instruction of the DISTRICT shall be at CONTRACTOR's sole cost and expense and there will be no delay damages incurred by DISTRICT for such work.
- (c) No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He/she shall have free access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation to fulfill the Project Documents. Inspector or ARCHITECT shall have authority to stop work whenever provisions of Project Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.
- (d) CONTRACTOR understands and agrees that the Inspector for the Project may also serve concurrently as inspector for other DISTRICT projects and may not therefore be available on site during the entire work day. It shall be the responsibility of CONTRACTOR to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections.

ARTICLE 8. ARCHITECT'S STATUS

- (a) The ARCHITECT shall be the DISTRICT's representative during construction and shall observe the progress and quality of the work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Project Documents. ARCHITECT shall have authority to stop work whenever such stoppage may be necessary in ARCHITECT'S reasonable opinion to ensure the proper execution of the Project Documents.
- (b) The ARCHITECT shall be, in the first instance, the judge of the performance of the work. ARCHITECT shall exercise authority under the Project Documents to enforce CONTRACTOR's faithful performance.
- (c) The ARCHITECT shall have all authority and responsibility established by law. The ARCHITECT has the authority to enforce compliance with the Project Documents and the CONTRACTOR shall promptly comply with instructions from the ARCHITECT or an authorized representative of the ARCHITECT.
- (d) On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the CONTRACTOR pursuant to the decision of the ARCHITECT shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the ARCHITECT relating thereto.
- (e) General supervision and direction of the work by the ARCHITECT shall in no way imply that the ARCHITECT or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or his or her representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Project Documents.

ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

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

ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides:

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

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

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

ARTICLE 11. OTHER CONTRACTS

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

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

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

(d) CONTRACTOR shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by DISTRICT in prosecution of the Project to the end that CONTRACTOR may perform this Agreement in the light of such other contracts, if any.

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

contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

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

ARTICLE 12. OCCUPANCY

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

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

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

(b) In the event of any such termination, surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Agreement or does not commence performance thereof within ten (10) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by any means determined by DISTRICT including hiring another contractor for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.

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

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

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

ARTICLE 14. BONDS

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

ARTICLE 15. SUBSTITUTION OF SECURITIES

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

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

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

(3) If CONTRACTOR shall choose to enter into an escrow agreement, such agreement shall be in the form as set forth in Public Contract Code section 22300(f) attached hereto as part of the Project Documents and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project Documents.

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

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

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

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

ARTICLE 16. FIRE INSURANCE

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

ARTICLE 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

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

ARTICLE 18. WORKERS' COMPENSATION INSURANCE

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

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

ARTICLE 19. PROOF OF CARRIAGE OF INSURANCE

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

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

(1) A clause stating:

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

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

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

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

ARTICLE 20. DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

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

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

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

ARTICLE 21. OWNERSHIP OF DRAWINGS

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

ARTICLE 22. DETAIL DRAWINGS AND INSTRUCTIONS

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

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

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

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

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

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

ARTICLE 23. SHOP DRAWINGS

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

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

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

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

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

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

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

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

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

Signature of CONTRACTOR"

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

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

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

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

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

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

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

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

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

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

ARTICLE 25. SOILS INVESTIGATION REPORT

(a) When a soils investigation report has been obtained from test holes at the site, such report is available for the CONTRACTOR's use in preparing its bid and work under this Agreement. Such report shall not be part of the Agreement. Any information obtained from such report or any information given on drawings as to surface and subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed and does not form a part of the Agreement. CONTRACTOR is

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

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

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

ARTICLE 26. TESTS AND INSPECTIONS

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

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

ARTICLE 27. TRENCHES

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

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

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

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

(i) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

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

(iii) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

(3) In the event a dispute arises between the DISTRICT and the CONTRACTOR, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Project Documents, but shall proceed with all the work to be performed under the Project Documents. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 28. DOCUMENTS ON WORK

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

ARTICLE 29. STATE AUDIT

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

ARTICLE 30. SUBSTITUTIONS

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

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

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

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

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

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

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

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

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

ARTICLE 31. SAMPLES

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

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

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

ARTICLE 32. PROGRESS SCHEDULE

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

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

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

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

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

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

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

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

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

ARTICLE 33. MATERIALS AND WORK

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

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

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

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

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

(f) No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to lien upon premises or any

improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof.

(g) Nothing contained in this Article 33, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in hand of DISTRICT, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

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

ARTICLE 34. INTEGRATION OF WORK

(a) CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors or existing conditions showing upon, or reasonably implied by, the drawings and specifications, and shall follow all directions given by the Architect.

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

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

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

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

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

ARTICLE 35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

(a) Permits, licenses, and certificates necessary for prosecution of work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the ARCHITECT before demand is made for the certificate of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain contractors' licenses in effect as required by law.

(b) Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by DISTRICT, unless otherwise specified.

(c) Permits and charges for installation, and inspection thereof, of utility services by serving utilities shall be secured and paid for by DISTRICT.

ARTICLE 36. SURVEYS

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

ARTICLE 37. EXISTING UTILITY LINES; REMOVAL, RESTORATION

(a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing work under this Agreement, discovers utility facilities not identified by the DISTRICT in the plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility in writing. CONTRACTOR shall be compensated according to the provisions governing changes in the work.

(b) This Article 37 shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

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

ARTICLE 38. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

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

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

ARTICLE 39. ACCESS TO WORK

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

ARTICLE 40. PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

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

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

(3) To each of its subcontractors, not later than the 5th day following each payment to CONTRACTOR the respective amounts allowed CONTRACTOR on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

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

ARTICLE 41. INSPECTOR'S FIELD OFFICE

CONTRACTOR shall provide for the exclusive use of Inspector a temporary field office to be located as directed by Inspector and to be maintained until removal is authorized by DISTRICT. Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. A table satisfactory for study of plans and two chairs shall be provided by CONTRACTOR. CONTRACTOR shall provide and pay for adequate electric lights, telephone service (not a pay phone), and adequate heat for the field office until authorized removal.

ARTICLE 42. UTILITIES

(a) All utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. When it is necessary to interrupt any existing utility service to make connections, a minimum of forty-eight (48) hours advance notice shall be given to the DISTRICT and ARCHITECT. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the DISTRICT and the ARCHITECT. In the event any utility service is interrupted without the required forty-eight (48) hours notice, then CONTRACTOR shall be liable for all damage suffered by DISTRICT due to the interruption. Upon completion of work, CONTRACTOR shall remove all temporary distribution systems.

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

ARTICLE 43. SANITARY FACILITIES

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

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

ARTICLE 44. CLEANING UP

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

ARTICLE 45. PATENTS, ROYALTIES, AND INDEMNITIES

The CONTRACTOR shall hold and save the DISTRICT and its governing board, officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Agreement, including its use by the DISTRICT, unless otherwise specifically provided in the Project Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.

ARTICLE 46. GUARANTEE

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

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

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

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

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

(e) If, in the opinion of the DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give the written notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or neither complies with the DISTRICT's requirements for correction within a reasonable time as determined by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT will not relieve the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Project Documents.

(f) This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish to DISTRICT all appropriate guarantee or warranty certificates upon completion of the Project or upon request by DISTRICT.

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

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

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

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

ARTICLE 47. DUTY TO PROVIDE FIT WORKERS

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

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

ARTICLE 48. WAGE RATES, TRAVEL AND SUBSISTENCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 49. HOURS OF WORK

(a) As provided in Article 3, (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any subcontractor on any subcontract under this Agreement upon the work or upon any part of the work contemplated by this Agreement shall be limited and restricted by the Agreement to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

(b) The CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Agreement. The record shall be kept open at

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

(c) Pursuant to Labor Code Section 1813, the CONTRACTOR shall pay to the DISTRICT a penalty of Twenty-Five Dollars (\$25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(d) Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to DISTRICT.

ARTICLE 50. PAYROLL RECORDS

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

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

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

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

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

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

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

Dated: _____ Signature: _____

(c) Contractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR fails to comply within the 10-day period, the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit Twenty-Five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

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

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

ARTICLE 51. APPRENTICES

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

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

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

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

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

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

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

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

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

ARTICLE 52. LABOR - FIRST AID

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

ARTICLE 53. PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

ARTICLE 54. NON-DISCRIMINATION

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

ARTICLE 55. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES

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

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

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

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

ARTICLE 56. CONTRACTOR CLAIMS

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

ARTICLE 57. DISPUTES - ARCHITECT'S DECISIONS

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

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

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

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

ARTICLE 58. PAYMENTS

(a) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the DISTRICT of the monthly progress schedule and an undisputed, properly submitted payment request from CONTRACTOR which has been certified for payment by the Architect, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of value of work performed and of materials delivered to the jobsite and inspected and approved by the inspector of record and subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Public Contract Code Section 20104.50 Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT OR ARCHITECT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR. CONTRACTOR AGREES TO THE FIVE PERCENT (5%) RETENTION ON ALL PROGRESS PAYMENTS. Public Contract Code Section 9203.

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

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

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

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

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

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

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

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

ARTICLE 59. CHANGES AND EXTRA WORK

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

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

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

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

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

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

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

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

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

(A) Daily Reports by Contractor.

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

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

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

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

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

(B) Basis for Establishing Costs

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

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

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

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

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

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

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

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

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

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

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

ix. Total

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

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

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

ARTICLE 60. COMPLETION

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

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

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

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

ARTICLE 61. ADJUSTMENTS TO CONTRACT PRICE

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

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

ARTICLE 62. CORRECTION OF WORK

(a) CONTRACTOR shall promptly remove all work identified by DISTRICT as failing to conform to the Project Documents, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with Project Documents without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

(b) If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

ARTICLE 63. EXTENSION OF TIME - LIQUIDATED DAMAGES

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

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

ARTICLE 64. PAYMENTS WITHHELD

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

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

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

(3) Liquidated damages assessed against CONTRACTOR.

(4) Penalties for violation of labor laws.

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

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

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

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

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

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

(11) Extra services for ARCHITECT.

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

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

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

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

(c) DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

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

ARTICLE 65. TAXES

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

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

ARTICLE 66. NO ASSIGNMENT

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

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

ARTICLE 67. NOTICE

Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

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

ARTICLE 68. NO WAIVER

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

ARTICLE 69. NON-UTILIZATION OF ASBESTOS MATERIAL

- (a) The CONTRACTOR will be required to execute and submit the Certificate Regarding Non-Asbestos Containing Materials.
- (b) Should asbestos containing materials be installed by the CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:

(1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

(2) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

(3) The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.

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

(c) Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.

(d) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.

ARTICLE 70. LEAD

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

ARTICLE 71. CRIMINAL RECORDS CHECK

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

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

ARTICLE 72. DISABLED VETERAN BUSINESS ENTERPRISES

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

ARTICLE 73. TOBACCO FREE POLICY

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

ARTICLE 74. GOVERNING LAW

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

APPENDIX C

Drawings/Plans

(Separate Attachment)