

**PALO VERDE UNIFIED DISTRICT  
INVITATION FOR BID**

**PVUSD PAINTING PROJECT**  
**PVHS, TPHS & Ruth Brown**  
**B 202425-05**



**RETURN BIDS TO:**

**By Mail, In-person, or Courier Delivery:**  
**PALO VERDE UNIFIED DISTRICT**  
**FMOT OFFICES ATTN:GABRIEL CAMARGO**  
**187 N. 7TH ST., BLYTHE, CA 92225**  
**Additional Questions Contact:**  
**Gabriel Camargo**  
**email: gabriel.camargo@pvusd.us**

<b>Issue Date:</b>	<b>January 21, 2026</b>
<b>Pre-Bid Conference Date and Times:</b>	<b>February 11, 2026 at 9am</b>
<b>Pre-Bid Conference Location:</b>	<b>FMOT Offices 187 N. 7th St. Blythe, Ca 92225</b>
<b>Request for Information Due:</b>	<b>February 18, 2026 at 12:00 pm</b>
<b>Request for Substitution Form Due</b>	<b>February 25, 2026 at 2:00pm</b>
<b>Bid Closing Date and Time:</b>	<b>March 4, 2026 at 2:00 pm</b>

Pursuant to section 22300 of the Public Contract Code of the State of California, the contract will contain provisions permitting the successful CONTRACTOR to substitute securities for any moneys withheld by DISTRICT to ensure performance under the contract.



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**Palo Verde Unified School District**  
**NOTICE INVITING BIDS**

The Palo Verde Unified School District, herein referred to as "DISTRICT", will receive sealed bids for the **PVUSD Painting Bid**, herein referred to as "Project". Project time completion will be based on a job by job basis, herein referred to as "Contract Time", as provided in the Bid and Contract Documents, herein referred to as "Bid Documents". Prospective Bidders, herein referred to as "CONTRACTOR", must review the Bid Documents for more complete information regarding this Project and submission of bids.

**Liquidated Damages:** Pursuant to Government Code Section 53069.85, if work is not completed within the Contract Time, it is understood, acknowledged and agreed that DISTRICT will suffer damage. It is therefore agreed that CONTRACTOR shall pay to DISTRICT the sum of **\$500 (five hundred)** dollars, as liquidated damages, for each and every calendar day of delay beyond the Contract Time.

**To Obtain Bid Documents:** CONTRACTORS may obtain Bid Documents from DISTRICT'S FMOT OFFICES, located at 187 N. 7th St, Blythe, Ca 92225. Please contact FMOT OFFICES at (760) 922-1332 x1701 or [gabriel.camargo@pvusd.us](mailto:gabriel.camargo@pvusd.us) for more information, including availability of Bid Documents.

**Davis-Bacon Payment of Prevailing Wage Rates:** All contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000, shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area (40 USC §276a; 29 CFR Parts 1, 3, 5, 6 and 7). Apprentices and trainees may be employed at less than predetermined rates. Apprentices must be employed pursuant to an apprenticeship program registered with the Department of Labor "Department" or with a state apprenticeship agency recognized by the Department. Trainees must be employed pursuant to a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of \$100,000 are also required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. For all projects in excess of \$60,000, DISTRICT'S third party labor compliance contractor will administrate all aspects of DISTRICT'S labor compliance program (LCP).

**Department of Industrial Relations:** In accordance with Labor Code section 1725.5, CONTRACTOR and all subcontractors (of any tier) must be currently registered and qualified with the Department of Industrial Relations (DIR) in order to be listed on a bid proposal, awarded a public works project, and authorized to perform public work.

**Electronic Certified Payroll:** Unless specifically exempted by the Labor Commissioner for this Project, CONTRACTOR and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4, on at least a monthly basis, (or more frequently if required by DISTRICT or the Labor Commissioner), and in a format prescribed by the Labor Commissioner. These requirements will apply to all public works that are subject to the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

**Job Walk:** A mandatory Pre-Bid Conference and Site Walk will be held on Feb. 11, 2026, at 9am, at FMOT Offices, 187 N. 7th St., Blythe, CA 92225, under the conditions indicated in the Bid Documents. **CONTRACTORS are required to attend the mandatory job walk to be considered as a qualified bidder.** CONTRACTORS shall not visit this Project site without making arrangements with Shad Lee, FMOT Coordinator, with the PALO VERDE UNIFIED DISTRICT.

**Submitting Sealed Bids:** All Bids must be addressed, sealed in an envelope and received by DISTRICT'S FMOT OFFICES no later than **2:00 p.m. on March 4th, 2026**. For all mailed sealed bids, CONTRACTORS shall be responsible to mail bid documents on time prior to the bid close date. Bid documents that do not arrive until after the Bid Closing date and time will be returned unopened to the CONTRACTOR and will not be considered. All Bids will be publicly opened, at FMOT Offices at 1:15pm. Bids must be submitted on DISTRICT'S Bid Documents. All blanks in the Bid Documents must be appropriately filled in. Bids shall be valid for **sixty (60) days** after the bid opening date. Prior to award of the contract, the successful CONTRACTOR will be required to furnish a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Total Bid Price, on the forms provided, and in the manner described in the Bid Documents. All bonds must be issued by a California admitted surety as defined in the California Code of Civil Procedure § 995.120. If applicable, CONTRACTOR shall comply with Public Contract Code § 4108 with respect to subcontractor bond requirements.

**Pre-Bid Request for Information:** Questions and/or Requests for Information (RFI) concerning this project must be made in writing and be sent via email to [gabriel.camargo@pvusd.us](mailto:gabriel.camargo@pvusd.us). The email subject line must state: "**PVUSD Painting Bid**". The deadline for submitting all Pre-Bid RFI's shall be on February 18, 2026 at 12pm. The response to all questions and requests for information received, shall be via the Addendum which shall be provided by DISTRICT to all plan holders. Copies may be obtained from DISTRICT'S FMOT OFFICES by sending an email to [gabriel.camargo@pvusd.us](mailto:gabriel.camargo@pvusd.us).

**Bid Opening:** Bids will be publicly opened **at 2:00 p.m. on March 4, 2026** in person.

**List of Subcontractors:** Each CONTRACTOR shall submit with its bid, on the form furnished with the Bid Documents, a list of designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, and California Public Contract Code § 4100 et seq.

**License Classification:** Pursuant to Business and Professions Code § 7028.15 and Public Contract Code § 3300, CONTRACTOR shall possess the California contractor's license(s) classification Where Applicable. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Each contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification for the work to be performed. Failure to have the specified license or licenses shall render the bid non - responsive and shall act as a bar to the award of the contract to any contractor not possessing the specified license at the time of bid. Licenses acceptable for the work are intended in the bid package listed above, and more than one license may be required. The list in no way relieves CONTRACTOR from fulfillment of any legal requirement or licensing necessary for performance of his work.

**Disabled Veteran Business Enterprises “DVBE”:** DISTRICT takes all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Each CONTRACTOR shall submit with its bid, on the form furnished with the Bid Documents, a list of DVBE, including participation by DVBE subcontractors, material suppliers, and others; or demonstrate that a "Good Faith Effort" to achieve participation was made. In addition, CONTRACTORS are encouraged to note on the list of designated subcontractors for this Project those who qualify as DVBE. A list of DVBEs can be found at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

DISTRICT reserves the right to reject any and all bids, and to waive irregularities in any bid.

**Document Number 1**  
**SOLICITATION, OFFER AND AWARD**  
**THIS PAGE MUST BE SIGNED AND SUBMITTED WITH BID**

**PALO VERDE UNIFIED SCHOOL DISTRICT**

187 N. 7th St.  
Blythe Ca 92225

Sealed bids for **PVUSD Painting Bid** will be received at the **FMOT OFFICES**, 187 N. 7th St, Blythe, Ca 92225, whether mailed or hand carried no later than **March 4, 2026, at 2:00 p.m.**, and will be publicly opened at that time. All bids are subject to the attached Instructions and Conditions, the General Provisions, the Schedule, drawings and other applicable provisions that are attached hereto or incorporated by reference.

The undersigned CONTRACTOR agrees if this bid is accepted within sixty (60) days from the date specified above for receipt of bids that the site work will be provided in accordance with the provisions of this Invitation for Bid.

**ADDENDUMS**

CONTRACTOR acknowledges receipt of all addenda to this IFB numbered and dated below as follows:

Addendum/RFI No.	Date	Addendum/RFI No.	Date
Addendum/RFI No.	Date	Addendum/RFI No.	Date

**BASE BID PRICE**

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All base bid numbers must be expressed in handwriting and numerical.

<b>TOTAL BASE BID PRICE IN WRITING</b>	<b>TOTAL BASE BID PRICE NUMERICAL</b>
	\$
	\$

This Based Bid price will be determined by the DISTRICT utilizing an internal calculation formula based on up and coming projects. The CONTRACTOR is responsible for filling in the Bases of Awards pricing page. The internal calculation formula will determine low bid. The internal calculation formula will be exposed to all bidding contractors after bid closure date.

**Alternate Bids:** The following amounts shall be added or deducted from the Base Bid at the District's option. Alternates are described in the specifications on pg. 109.

Alternate No. 1: **Twin Palms School**

ADD/DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. 2: **Ruth Brown Elementary**

ADD/DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. 3: **Wrought Iron Perimeter High School**

ADD/DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. 4: **Wrought Iron Perimeter Twin Palms**

ADD/DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Alternate No. 5: **Wrought Iron Perimeter Ruth Brown**

ADD/DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**METHOD OF AWARD:** Consistent with Public Contract Code Section 20103.8, the lowest responsible bidder for this Project shall be determined using the following method: The lowest bid shall be the lowest bid price based on an internal calculation formula. Once the

lowest responsible bidder has been selected, the DISTRICT may determine to add to or deduct from this contract any of the additive or deductive items.

**ALTERNATES:** Each additive or deductive item shall be designated as such using the ordinary conventions. For example, an additive item shall be left without a sign or have a plus sign preceding the amount. A deductive item shall use such designations as the minus sign or brackets. However, any other method or designation which clearly identifies the nature of the item shall also be acceptable, such as marking the appropriate box. In the absence of any clear indication of the additive or deductive nature of the item, it shall be assumed that the item is intended to be additive in nature.

The undersigned agrees that these Bid Documents constitute a firm offer to DISTRICT which cannot be withdrawn **sixty (60) calendar days** from and after the bid opening date, or until a contract for the work is fully executed by DISTRICT, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

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

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

Type or print name of person authorized to sign bid: \_\_\_\_\_

Signer's Title: \_\_\_\_\_ Phone No. \_\_\_\_\_

Signature of person duly authorized to sign bid: \_\_\_\_\_

Authorized Signature

**UPON ACCEPTANCE AND SIGNING BELOW BY DISTRICT, OR DISTRICT'S AUTHORIZED DEPUTY, THIS BID DOCUMENT, INCLUDING ALL THE INSTRUCTIONS AND CONDITIONS, GENERAL PROVISIONS, THE SCHEDULE, DRAWINGS, SPECIFICATIONS AND ALL OTHER APPLICABLE PROVISIONS THAT ARE ATTACHED HERETO OR INCORPORATED BY REFERENCE WILL BECOME A BINDING AGREEMENT BETWEEN DISTRICT AND CONTRACTOR.**

Accepted as to the total price of: \$ \_\_\_\_\_

Palo Verde Unified School District

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Date

#### **INSTRUCTION & CONDITIONS**

1. **DEFINITIONS:** Terms used herein.

- A. "IFB" refers to Invitation for Bids.
- B. "DISTRICT" refers to the PALO VERDE UNIFIED SCHOOL DISTRICT.
- C. "CONTRACTOR" refers to Bidder, successful CONTRACTOR, or primary CONTRACTOR.
- D. "Architect" refers to (If Architect is used).
- E. "Business Days" refers to Monday through Friday.
- F. "Working Days" refers to Monday through Saturday.

G. "Calendar Days" refers to Monday through Sunday.

2. **COMMUNICATION:** All questions and correspondence regarding this Project must be directed to **FMOT OFFICES, (760) 922-1322 or via email to [gabriel.camargo@pvusd.us](mailto:gabriel.camargo@pvusd.us).**

3. **MANDATORY PRE-BID CONFERENCE:** A pre-bid conference and site inspection will be held on date and time indicated below. Questions or clarifications regarding this bid and project will be addressed at the pre-bid conference.

<b>Date:</b>	<u>Feb. 11, 2026</u>
<b>Time:</b>	<u>9am</u>
<b>Project Location:</b>	<u>FMOT Offices</u>

4. **PREPARATION OF BIDS:** Prior to submitting a bid, each CONTRACTOR is responsible for examination of site conditions, specifications, schedule, and all related contract documents. Failure to complete or comply to bid instructions may result in bid being rejected as "Non Responsive".

5. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NOTICE REQUIREMENTS:**

- No CONTRACTOR or subcontractor** may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [With limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No CONTRACTOR or subcontractor** may be awarded a contract for a public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- Awarding body must post or **require the primary CONTRACTOR to post job site notices** prescribed by California Code of Regulation, Chapter 8, §16451(d) for the notice that previously was required for projects monitored by CMU.

6. **SUBMITTAL OF ELECTRONIC CERTIFIED PAYROLL RECORDS:** Each CONTRACTOR and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the public work.

- WHEN APPLICABLE ALL CERTIFIED PAYROLL RECORDS SHALL BE SUBMITTED AS FOLLOWS TO:
  - )DISTRICT, along with an invoice.
- Submittal of electronic Certified Payroll Records to the Division of Labor Standards Enforcement applies to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source. Current wage determinations can be found at <http://www.dir.ca.gov/OPRL/PWD/index.htm>

7. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION:** In accordance with **2 CFR § 200.321**, DISTRICT takes all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Each CONTRACTOR shall submit with its bid, on the form furnished with the Bid Documents, a list of DVBE, including participation by DVBE subcontractors, material suppliers, and others; or demonstrate that a "Good Faith Effort" to achieve participation was made. In addition, CONTRACTORS are encouraged to note on the list of designated subcontractors for this Project those who qualify as DVBE. A list of certified DVBE vendors is available at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.

- The CONTRACTOR is required, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1-5 of this section below.

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. **SUBMITTAL OF SIGNED DOCUMENTS:** The following documents **must be signed and submitted with the bid:**

**Document Number and Title**

**Document 1:** **Solicitation, Offer and Award**  
**Document 2:** **Non-Collusion Declaration**  
**Document 3:** **Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters**  
**Document 4:** **List of Proposed Subcontractors**  
**Document 5:** **Certification Regarding DVBE Effort & Participation**  
**Document 6:** **Certification Regarding Lobbying**  
**Document 7:** **Bid Bond**  
**Document 8:** **Schedule and Statement of Work**

The following document **must be signed and submitted 7 days prior to bid open date:**

**Document 9:** **Request for Substitution Form**

9. **COST OF PREPARATION OF IFB:** Cost for developing responses to this IFB is entirely the responsibility of CONTRACTOR and shall not be charged to DISTRICT.

10. **EXPLANATION TO CONTRACTORS:** If a CONTRACTOR requests clarification or explanation regarding provisions of this IFB, CONTRACTOR must make a written request. Response will be at the discretion of DISTRICT'S Representative if there is reasonable time to respond to CONTRACTOR'S request prior to the bid closing date. Written requests are to be sent to **FMOT OFFICES, attention Gabriel Camargo, 187 N. 7th St, Blythe, CA 92225, or via email to gabriel.camargo@pvusd.us.**

11. **AMENDMENTS:** CONTRACTORS are advised that DISTRICT reserves the right to amend the requirements of this IFB prior to the date set for opening bids. Such revisions will be done formally by publishing amendments to all CONTRACTORS known to have received a copy of the IFB. If in the judgment of FMOT OFFICES, the change is of such nature that additional time is required for CONTRACTOR'S to prepare their bids, the FMOT OFFICES will change the date of the bid opening and notify all CONTRACTORS in writing of the new date.

A. CONTRACTORS must acknowledge receipt of amendments to an IFB. This may be done by any one of the following means:

- (1) By signing and returning the addendum.
- (2) By acknowledging receipt of addendum on Document Number 1, Solicitation, Offer and Award
- (3) By letter or email, but NOT by telephone.

B. Regardless of the delivery method employed, acknowledgement of receipt of addendums must be received by FMOT OFFICES prior to the hour and date specified for receipt of bids.

12. **SUBMITTING BIDS:**

- A. Bids must be submitted on the forms provided by the time and date specified on Document Number 1, Solicitation, Offer and Award. **Bids received after the deadline will be returned to CONTRACTOR unopened.**
- B. Bids and amendments of bids shall be enclosed in sealed envelopes and addressed to the office stated on page 1 of this IFB. The IFB number shall be shown on the outside of the envelope. Bids and/or amendments may be hand carried, but the foregoing information will nevertheless be required for identification purposes.
- C. Bids and amendments submitted by electronic means (e.g. email or fax) will NOT be considered.
- D. Alternate bids will be at the DISTRICT'S discretion as called for in the bid documents.

**13. BID PROTEST PROCEDURES:** Any bidder that has duly submitted a bid for the Work may protest the process used to seek bids for the Work, another bid for the Work and/or the intended award of the Contract for the Work only by filing a written protest with the DISTRICT in accordance with the procedures set forth in this Section (each a "Bid Protest"). The DISTRICT will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., email). In order for a Bid Protest to be valid and be considered by the DISTRICT, the Bid Protest:

- A. Must be received by the DISTRICT not later than 4:00 p.m. on the fifth business day following the opening of bids;
- B. Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;
- C. Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;
- D. Must clearly identify the specific provisions of all documents relevant to the Bid Protest.
- E. Must clearly identify and describe in detail the specific basis or bases for the Bid Protest and all facts relevant thereto;
- F. Must clearly identify and describe in detail all arguments by the protesting bidder in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and
- G. Must be submitted with all documentation the protesting bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a protesting bidder will be deemed to have submitted all documentation that it desires in accordance with clause G. of the foregoing), the DISTRICT will reject the Bid Protest as invalid. However, upon receipt of a valid Bid Protest, the DISTRICT staff and/or its legal counsel will review the Bid Protest and provide a written response to the protesting bidder setting forth a recommendation for action by the DISTRICT in response to the Bid Protest. Action on a Bid Protest by the DISTRICT shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

**CAUTION: COMPLIANCE WITH THE FOREGOING BID PROTEST REQUIREMENTS IS MANDATORY. EACH BIDDER THAT DESIRES TO PROTEST MUST FILE ITS OWN BID PROTEST IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS, AND NO BIDDER MAY RELY ON A BID PROTEST BY ANOTHER BIDDER AS A MEANS OF SATISFYING SUCH REQUIREMENTS. COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS THE SOLE AND EXCLUSIVE MEANS OF PROTESTING A BID, THE BIDDING PROCESS AND/OR THE INTENDED AWARD OF THE CONTRACT, AND FAILURE TO SO COMPLY SHALL BE DEEMED AND CONSTRUED AS A WAIVER OF ANY AND ALL RIGHTS THE BIDDER MAY HAVE TO PURSUE A CLAIM, DEMAND, OR ACTION ARISING FROM ANY SUCH MATTER.**

**14. LATE BIDS:** No bid or amendment received at the office designated in this IFB after the time for receipt specified in this IFB will be considered for award and will be returned unopened.

**15. WITHDRAWAL OF BIDS:** Bids may be withdrawn by email, by letter or in person by a CONTRACTOR or an authorized representative processing proper identification and written proof of his authority to act on behalf of CONTRACTOR. If withdrawn in person by a CONTRACTOR or a representative of CONTRACTOR, the person withdrawing the bid shall be required to sign a receipt for the bid. Withdrawal action of any type must be done prior to date and time of specified bid opening of IFB.

16. **MODIFICATION TO SUCCESSFUL BID:** Modification of an otherwise successful bid which makes the bid more favorable to DISTRICT will be considered at any time prior to award and may be accepted.

17. **SUBSTITUTION OF SECURITIES:** 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 this contract. Alternatively, on written request of CONTRACTOR, DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify DISTRICT within 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 Contract between DISTRICT and CONTRACTOR.

18. **AWARD OF CONTRACT:**

- A. Award will be made in **whole**, to the lowest responsive, responsible CONTRACTOR, price and other factors considered. **It is understood that multiple awards may be made and DISTRICT makes no guarantee that all items bid will be awarded.**
- B. Once all bids are opened and reviewed to determine a lowest bidder, DISTRICT will make all necessary awards. The apparent successful CONTRACTOR is required to prepared and submit the following documents:

**Document Number and Title**

<b>Document 10:</b>	<b>Performance bond</b>
<b>Document 11:</b>	<b>Payment Bond</b>
<b>Document 12:</b>	<b>Certificate of Contractor and Qualifications</b>
<b>Document 13:</b>	<b>Certificate Regarding Workers' Compensation</b>
<b>Document 14:</b>	<b>Guarantee</b>
<b>Document 15:</b>	<b>Drug Free Work Place Certification</b>
<b>Document 16:</b>	<b>Required Insurance and Certifications/Endorsements</b>
<b>Document 17:</b>	<b>Recycled Content Certification</b>
<b>Document 18:</b>	<b>Asbestos Free Materials Certification</b>
<b>Document 19:</b>	<b>Lead Free Paint Requirements</b>
<b>Document 20:</b>	<b>Fingerprinting and Site Security Requirements</b>
<b>Document 21:</b>	<b>Checklist of Labor Law Requirements</b>

- C. An acceptance and signing of this bid by DISTRICT and CONTRACTOR shall create a binding contractual agreement. No separate agreement or purchase order will be issued.
- D. DISTRICT reserves the right to award other contracts in connection with the project and the work in progress, which may proceed simultaneously with the execution of this contract. CONTRACTOR shall coordinate operation with those of other CONTRACTORS. Cooperation will be required in the agreements for storage of materials and detailed execution of the work.
- E. DISTRICT may reject any bid or all bids, and many waive informalities and minor irregularities in bids received.

19. **CAUTION TO CONTRACTORS FOR MODIFICATIONS:** DISTRICT is not responsible for locating or securing any information which is not identified IN THE BID and reasonably available to CONTRACTOR. Accordingly, to insure that sufficient information is available, CONTRACTOR must furnish AS A PART OF THEIR BID all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for DISTRICT to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation for Bids and, (2) establish exactly what CONTRACTOR proposes to furnish what DISTRICT would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to DISTRICT.

- A. If CONTRACTOR proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, they shall (1) include IN THEIR BID a clear description of such proposed modification and, (2) clearly mark any description material to show the proposed modifications.
- B. Modifications posted AFTER the bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

20. **PRECONSTRUCTION CONFERENCE:** DISTRICT or his representative shall call a pre-construction conference after the award of the contract. A principal of CONTRACTOR shall attend the conference. At the conference, CONTRACTOR must furnish the following:

- A. The names of each of the supervisory personnel for the project and the names of each person authorized to execute change orders for and on behalf of CONTRACTOR.
- B. A comprehensive progress schedule showing the method by which CONTRACTOR proposes to accomplish the work.
- C. Proposed completion dates of different aspects of the work.
- D. Describe the arrangements that will be made for providing necessary equipment and materials for the accomplishment of the work.
- E. Describe the arrangements CONTRACTOR is requesting for storage on or off site of materials or equipment purchased for the project.
- F. Report in detail as to what steps have been taken to provide the requisite personnel to accomplish the work and whether listed subcontractors have entered into subcontracts with them.
- G. At the pre-construction conference, arrangements shall be made for periodic on-site conferences by DISTRICT'S representative and CONTRACTOR. At the pre-construction conference, CONTRACTOR will be asked whether he is aware of any ambiguity in the Bid Documents requiring clarification and whether the methods of accomplishment of the work provided for in the specifications and drawings are appropriate.

21. **NOTICE TO PROCEED:** The successful CONTRACTOR agrees as follows: Within five (5) calendar days from the date of the award letter, to furnish to DISTRICT all documents specified in the Bid Documents including insurance certificates.

22. **COMPLETION:** Completion of this Project shall be determined **on a job to job basis**. The work shall be in a manner as directed by DISTRICT and shall be completed within the time specified. It is expressly agreed that except for extensions duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

23. **DAVIS-BACON ACT AND RELATED ACTS:** The Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000, shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. For all projects in excess of \$60,000, DISTRICT'S third party labor compliance contractor will administrate all aspects of DISTRICT'S labor compliance program (LCP).

24. **WORKERS' COMPENSATION CERTIFICATION:** In accordance with Labor Code Section 1861, the successful CONTRACTOR shall sign and file with DISTRICT on the form provided herein a Workers' Compensation Certification prior to performing the work under this Bid Document.

25. **DESIGNATION OF SUBCONTRACTORS:** In compliance with the "Subletting and Subcontracting Fair Practices Act," Section 4100 through 4114 of the California Public Contract Code, and any amendments thereto, each CONTRACTOR shall provide the information requested below for each subcontractor who will perform work, labor or render service to CONTRACTOR in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5%) of CONTRACTOR'S Total Bid Price, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of

CONTRACTOR'S total bid or ten thousand dollars (\$10,000), whichever is greater, and shall further set forth the portion of the Work which will be done by each subcontractor. CONTRACTOR shall list only one subcontractor for any one portion of the Work.

Pursuant to Public Contract Code Section 4104, DISTRICT has determined that it will allow CONTRACTORS twenty-four (24) additional hours after the deadline for submission of bids to submit the information requested by DISTRICT about each subcontractor, other than the name and location of each subcontractor.

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

26. **CONTRACTOR'S SECURITY:** Each CONTRACTOR must submit with each bid in the form set below CONTRACTORS' security in an amount **not less than 10%** of the bid amount as a guarantee that CONTRACTOR will enter into the proposed contract if the same is awarded to such CONTRACTOR and shall be provided by CONTRACTOR at no additional cost to DISTRICT. In the event of failure to enter into said contract, such security will be forfeited to the amount of damage experienced by DISTRICT. CONTRACTORS' security shall be in one of the following forms:

- A. Cash
- B. Cashiers' check made payable to DISTRICT.
- C. A bid bond executed by an admitted surety insurer, made payable to DISTRICT.

27. **PAYMENT AND PERFORMANCE BONDS:** A Payment Bond and a Performance Bond, in the amount of **100% of the Bid Price**, executed on the appropriate forms, shall be required from the successful CONTRACTOR for all awards **in excess of \$25,000** from a surety admitted to issue bonds in the State of California. DISTRICT reserves the right to require CONTRACTOR information regarding financial responsibility or such other information as DISTRICT determines is necessary to ascertain whether the bid is in fact the lowest responsive bid submitted. CONTRACTOR shall provide bonds as specified herein within five (5) days after notification of the award of the contract to CONTRACTOR.

28. **CONTRACTOR'S LICENSE:** In accordance with Business and Professions Code 7028.15, CONTRACTOR is required, when submitting a bid to DISTRICT, to include their CONTRACTOR'S license classification, number and the expiration date of the license. Representations are made under penalty of perjury. If information is not submitted, the bid may be considered non-responsive and may be rejected by DISTRICT.

29. **PREFERENCE FOR MATERIALS:** Except as provided by law no specifications for bids for the letting of contracts for the construction, alteration, or repair of public works in connection with the construction, alteration, or repair of public works shall be drafted (1) in such a manner as to limit the bidding, directly or indirectly, to any one specific concern, or (2) except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion calling for a designated material, product, thing, or service by a specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that CONTRACTORS may furnish any equal material, product, thing, or service. In applying this section, DISTRICT shall, if aware of an equal product manufactured in California, name such product in the specification. In those cases involving a unique or novel product application required to be used in the public interest, or where only one brand or trade name is known to DISTRICT, it may list only one. CONTRACTOR shall within five (5) days after award of the contract submit data substantiating a request for substitution of "an equal" item. CONTRACTORS are instructed to pay particular attention to the **General Provisions 27.4** entitled "Substitutions".

30. **DIMENSIONS AND MEASUREMENTS:** All dimensions and measurements are approximate and should be verified by an on-site inspection. However, responsibility for verification by whatever means is necessary in the opinion of CONTRACTOR is their responsibility. CONTRACTORS will not be allowed to increase prices based on failure to confirm actual square footage, obstructions, or other conditions relative to individual sites.

31. **ANTI-KICKBACK ACT:** For construction or repair projects of more than \$2,000, CONTRACTOR shall comply with the Copeland Anti-Kickback Act of 1986 (18 U.S.C.874 and 40 U.S.C.276c) as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
32. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For construction projects of more than \$2,000 or other projects of more than \$2,500 that involve the employment of mechanics or laborers, CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
33. **ANTI-LOBBYING:** If this project is more than \$100,000, CONTRACTOR shall certify that it will not or has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352). CONTRACTOR shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

34. **DEBARMENT AND SUSPENSION:** In accordance with E.O.s 12549 and 12649, "Debarment and Suspension," no purchase of more than \$30,000 shall be made with a CONTRACTOR that is debarred, suspended, or proposed for debarment. For purchases of more than \$30,000, either CONTRACTOR shall certify that it is or is not debarred, suspended or proposed for debarment by the Federal Government or DISTRICT shall check the government Excluded Parties List at <http://epls.arnet.gov>, to ensure that CONTRACTOR is not included on the list. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR §620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR §620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR §620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment.

35. **RIGHT TO AUDIT:** For all negotiated purchases of more than \$100,000, CONTRACTOR agrees that DISTRICT, the federal awarding agency, the Comptroller General of the United States, or any of their duty authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of such CONTRACTOR involving transactions related to this purchase.

36. **EQUAL EMPLOYMENT OPPORTUNITY:** CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

37. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:** (42 U.S.C. 7401 et. seq.) and (33 U.S.C. 1251et. seq.), AS AMENDED for contracts and subgrants of amounts in excess of \$100,000, CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Document Number 2**  
**NON-COLLUSION DECLARATION**

**TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID**

The undersigned declares:

I, \_\_\_\_\_ [Bidder's Signature] 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. CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to put in a false or sham bid. CONTRACTOR has not directly or indirectly colluded, conspired, connived, or agreed with any CONTRACTOR or anyone else to put in a sham bid, or to refrain from bidding. CONTRACTOR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of CONTRACTOR or any other CONTRACTOR, or to fix any overhead, profit, or cost element of the bid price, or of that of any other CONTRACTOR. All statements contained in the bid are true. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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].

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Notary Public in and for  
the State of California

My Commission Expires: \_\_\_\_\_

## Document Number 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS****TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID**

Pursuant to Federal Regulations Title 34, Part 85 52.209-5, CONTRACTOR certifies, to be the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals:

- (A) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency
- (B) have not, within a three-year period of preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property
- (C) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above, and
- (D) have not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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Signature of CONTRACTOR

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Name printed or typed

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Title

**Document Number****LIST OF PROPOSED SUBCONTRACTORS**

[Use Duplicate Page for listing additional subcontractors.]

**TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID**

Portion of the Work	Subcontractor Name and Address	License Number	% of Contract	DIR Number	D V B E Y / N

**DATED:**\_\_\_\_\_  
Primary CONTRACTOR Company NameBy: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of name submitting bid)

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

Phone (\_\_\_\_\_) \_\_\_\_\_

In accordance with Sections 4107 and 4107.5 of the Public Contract Code, no CONTRACTOR whose proposal is accepted shall without consent of the awaiting authority, either: (1) substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any such subcontractor to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (3) sublet or subcontract any portion of the work in excess of one-half of 1% of CONTRACTOR'S total bid as to which his original bid did not designate a subcontractor.

**Document Number 5**  
**CERTIFICATION REGARDING DVBE EFFORT & PARTICIPATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

In accordance with **2 CFR § 200.321**, DISTRICT takes all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Each CONTRACTOR shall submit with its bid, on the form furnished with the Bid Documents, a list of Disabled Veteran Business Enterprises (DVBE), including participation by DVBE subcontractors, material suppliers, and others; or demonstrate that a "Good Faith Effort" to achieve participation was made. A list of DVBE vendors can be found at

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Set forth below is a list of the participation of Disabled Veteran Business Enterprises (DVBEs) which \_\_\_\_\_, the "Contractor", used as part of its Agreement for the construction of this project. Although it is not specifically required, you are encouraged to include DVBE participation in your bidding or seeking of subcontractors and/or suppliers.

Prior to, and as a condition precedent for final payment under this Agreement for the Project, CONTRACTOR shall provide appropriate documentation to DISTRICT identifying the amount paid to DVBEs in conjunction with this Agreement, so that DISTRICT can assess its success in meeting the three percent (3%) goal.

CONTRACTOR attests to the following: (a) that \_\_\_\_\_ percent of the total dollar amount awarded to CONTRACTOR shall be paid to DVBEs, and (b) used the following DVBE subcontractors and/or suppliers:

Names of subcontractors:

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Names of Suppliers:

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\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

**Document Number 6****CERTIFICATION REGARDING LOBBYING**

(Certification for Contracts, Grants, Loans, and Cooperative Agreements 45 CFR 93)

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

By signing this Agreement, CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The CONTRACTOR states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Signature of Bidder

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Name printed or typed

**Document Number 7**  
**BID BOND**

**TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID**

KNOWN ALL MEN BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_ (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the **PALO VERDE UNIFIED SCHOOL DISTRICT** (hereafter called "DISTRICT") in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves and our successors and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to DISTRICT a certain Bid, attached hereto and hereby made part hereof, to enter in a contract in writing for work described on this bid and all other documents attached hereto or incorporated by reference.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and Principal executes and delivers a contract in the attached Agreement form within the required number of days after acceptance (properly completed in accordance with said Bid), and furnishes insurance certificates and endorsements, bonds for his faithful performance of said Contract for the payment of all persons performing labor or furnishing materials in connection therewith, and all other required documents, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

For value received, Surety hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any bidding errors or extension of the time within which DISTRICT may accept such Bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (if corporation)

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

Title: \_\_\_\_\_

(Corporate Seal)

SURETY: \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

(Corporate Seal)

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and address of Surety)

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For more information, contact the Office of the Vice President for Research and Economic Development at 515-294-6450 or [research@iastate.edu](mailto:research@iastate.edu).

(Name and address of agent or  
representative for service of  
process in California, if  
different from above

(Telephone number of Surety  
And/or agent or representative  
for service of process in  
California)

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STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

ss.

On \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned notary public, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

---

**Signature of Notary**

CAPACITY CLAIMED BY SIGNER:	SIGNER IS REPRESENTING
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate _____	NAME OF PERSON(S) OR ENTITY(IES)
<input type="checkbox"/> Officer(s) _____	
<input type="checkbox"/> Partner(s) _____	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Subscribing Witness	
<input type="checkbox"/> Guardian/Conservator	
<input type="checkbox"/> Other _____	

NOTE: Copy of the Power of Attorney to Local representatives of the bonding company must be attached hereto.

**Document Number 8**  
**SCHEDULE AND STATEMENT OF WORK**

**TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID**

CONTRACTOR agrees to furnish all material, labor, tools, equipment, services, and apparatus necessary for the **PVUSD**  
**Painting Bid.**

It shall be required that all work be performed **in accordance with the City of Blythe** unless otherwise approved by DISTRICT or his representative. Working hours to be coordinated with DISTRICT Representative, **Shad Lee**.

CONTRACTOR agrees to commence work upon receipt of the Notice to Proceed and/or Purchase Order and will complete work on a **Job to Job Basis**.

**Scope of Work**

Summary of work is multiple projects that will be determined on a Job to Job Basis.

(See Additional Specifications for more details)

**CONTRACTOR License No.**\_\_\_\_\_ **Type of License:**\_\_\_\_\_

**Department of Industrial Relations No.:**\_\_\_\_\_

**Expiration Date:**\_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Document Number 9**  
**REQUEST FOR SUBSTITUTION**

**TO BE SUBMITTED 10 DAYS PRIOR TO BID DATE**

Communication of approval is through addenda only.

	Specified Section	Specified Item	Requested Substitute Item	DISTRICT Decision (circle one)
				Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to DISTRICT; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) trade CONTRACTOR agrees to pay for any Fees or other Governmental Plan check costs associated with this Substitution Request.

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, the trade CONTRACTOR shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required with Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by DISTRICT, trade CONTRACTOR is still required to provide a Submittal for the substituted item and shall provide required Schedule information (including schedule fragments if applicable) for the substituted item. The approval of the Architect, Engineer, or DISTRICT of the substitution request does not mean that the trade CONTRACTOR is relieved of the trade CONTRACTOR'S responsibilities for Submittals, Shop Drawings, and schedules if the trade CONTRACTOR is awarded the Project

Name of CONTRACTOR: \_\_\_\_\_

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

DISTRICT: \_\_\_\_\_

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

## GENERAL PROVISIONS

1. **COVERAGE OF THE DRAWINGS AND SPECIFICATIONS:** The Drawings and Specifications as a part of the documents comprising the Contract generally describe the work to be performed by CONTRACTOR. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can adequately show the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by CONTRACTOR whether or not the Work is expressly covered in either the Drawings and/or the Specifications. It is intended that the Work be of sound, quality construction, and that CONTRACTOR shall be responsible for the inclusion of adequate amounts of labor and/or materials to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.
2. **CONFLICTS:** In the event there is a discrepancy between the documents, which comprise the Contract, the order of precedence specified in Section 9, shall control. Without limiting CONTRACTOR'S obligation to identify conflicts for resolution by the Architect in accordance with Section 3, below the more stringent, higher quality, and greater quantity of Work shall apply.
3. **AMBIGUITY:** Before commencing any portion of the Work, CONTRACTOR shall carefully examine the Contract consisting of the form of Agreement, Exhibits, Drawings and Specifications and referenced documents given to CONTRACTOR as to materials and methods of construction and other Project requirements. CONTRACTOR shall immediately notify DISTRICT and Architect of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications or any of the associated Contract Documents. If CONTRACTOR or its subcontractors, sub-subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract, which it knows or should have known to be in error, inconsistent, out of compliance with governing codes and ordinances, 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 without increase or adjustment to the Contract Price or the Contract Time. In no case shall any subcontractor proceed with the Work if uncertain without CONTRACTOR'S written direction and/or approval.
4. **CONFORMANCE WITH LAWS:** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, CONTRACTOR shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the Project, all quasi-governmental and other regulations affecting the construction and operation of the Project, and other special requirements, if any, designated in the Contract. In the event CONTRACTOR observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract, CONTRACTOR shall immediately notify Architect in writing of same and shall cause to be corrected any such violation or inconsistency in the manner provided hereunder.

5. **CORRECTIONS:** DISTRICT shall be entitled to order the marking of such corrections and interpretations in the Drawings or Specifications, as it may be deemed necessary for the fulfillment of the intent. Omission from the Drawings or Specifications, or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily

performed, shall not relieve CONTRACTOR from performing such omitted Work (no matter how extensive) or misdescribed details of the Work and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications at no additional expense or delay to DISTRICT.

6. **VERIFICATION OF DIMENSIONS:** Before commencing work, CONTRACTOR shall, at no additional expense to DISTRICT, verify all governing dimensions at the Project Site, and shall examine all adjoining work on which its Work is in any way dependent according to the Contract. CONTRACTOR shall notify DISTRICT if any defective or non-conforming adjoining dimensions are observed before CONTRACTOR begins that part of the Work.
7. **SEVERABILITY:** In the event any article, section, sub article, paragraph, sentence, clause or phrase contained in the Contract shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, sub articles, paragraphs, sentences, clauses or phrases of the Contract, which shall remain in full force and effect as if the article, section, sub article, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally contained in the Contract.

## **8. SPECIFICATION INTERPRETATION:**

- A. ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where as "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.
- B. ***Abbreviations.*** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "CONTRACTOR shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner, as they are when a "note" occurs on the Drawings.
- C. ***Standard Specifications.*** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of CONTRACTOR'S proposal. If applicable specifications are revised prior to completion of any part of the Work, CONTRACTOR may, if acceptable to Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

## **9. RULES OF DOCUMENT INTERPRETATION:**

- 9.1 ***General Precedence of Documents Comprising the Contract.*** Except as otherwise provided, the precedence of the documents comprising the Contract, in the event of an express conflict, is as follows:
  2. (1) 3. (7) 4. Change Orders/Modifications
  5. (2) 6. (3) 7. Addendum
  8. (3) 9. (6) 10. Contract
  11. (4) 12. (5) 13. General Conditions
  14. (5) 15. (2) 16. Specifications

- 17. (6) 18. (8) 19. Scope of Work Summary
- 20. (7) 21. (1) 22. Drawings
- 23. (8) 24. (4) 25. Reference Specifications/Standards/Drawings/Codes

**9.2** ***Drawings.*** In the event of conflict within the drawings, the following rules shall apply:

- A.** General Notes, when identified as such, shall be incorporated into other portions of Drawings.
- B.** Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
- C.** Larger scale drawings shall take precedence over smaller scale drawings. In the event of any discrepancy between any drawing and the figure written thereon, the figure shall govern.
- D.** Figured, derived, or numerical dimensions shall govern. At no time shall CONTRACTOR base construction on scaled drawings.

**9.3** ***Specifications.*** Specifications shall govern as to materials, workmanship, and installation procedures.

**9.4** ***More Stringent and Higher Quality/Quantity.*** In the case of disagreement or conflict between or within Standards, Specifications, and Drawings, the more stringent, higher quality, and great quantity of Work shall apply.

**10. DISTRICT OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:**

The Drawings, Specifications, and other documents prepared on behalf of DISTRICT are instruments of the services of the Architect and its consultants and are the property of DISTRICT. CONTRACTOR may retain one Contract record set. Neither CONTRACTOR nor any subcontractor, sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the CONTRACTOR'S record set, shall be returned or suitably accounted for to the Architect, upon request at the completion of Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to CONTRACTOR, are for use Solely with respect to this Project. They are not to be used by CONTRACTOR or any subcontractor, sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of DISTRICT and the Architect. CONTRACTOR, subcontractors, sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract. Submittal or distribution to meet official regulatory requirements for the other purposes in connection with this Project is not to be construed as publication in derogation of DISTRICT'S property interest or other reserved right.

**11. UTILITY SURVEY:** When required by the scope of the Project, DISTRICT will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

**12. INFORMATION:** Upon the request of CONTRACTOR, DISTRICT will make available such existing information regarding utility services and site features, including existing construction, related to the Project as is available from DISTRICT'S records. CONTRACTOR may not rely upon the accuracy of any such information, unless specifically stated in writing that CONTRACTOR may rely upon the designated information.

### 13. EXISTING UTILITY LINES: REMOVAL, RELOCATION:

13.1 ***Removal, Relocation.*** Pursuant to Government Code §4215, DISTRICT assumes the responsibility for removal, relocation, and protection of existing main or trunk line utility facilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications made part of the Notice Inviting Bid. CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of DISTRICT to provide for removal or relocation of such utility facilities when not properly identified. DISTRICT shall compensate CONTRACTOR for the costs of locating and repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, removing or relocating such utility facilities not indicated in the plans and specifications and for equipment necessarily idled during such work.

13.2 ***Underground Utility Clearance.*** It shall be CONTRACTOR'S sole responsibility to timely notify all public and private utilities serving the Site or adjacent areas to be impacted by the Work proposed for this Project prior to commencing work. CONTRACTOR shall notify and receive clearance from any utility company or cooperative agency, such as Underground Service Alert, in accordance with Government Code §4216, *et seq.*

14. **DISTRICT'S RIGHT TO STOP THE WORK:** If CONTRACTOR fails to correct Work which is not in accordance with the requirements of the Contract, or persistently fails to carry out Work in accordance with the Contract, DISTRICT, after providing Notice pursuant to paragraph 15 by written order signed personally or by an agent specifically so empowered by DISTRICT in writing, may order CONTRACTOR to stop the Work or any portion thereof, until the cause for such order has been eliminated. The right of DISTRICT to stop the Work shall not give rise to a duty on the part of DISTRICT to exercise this right for the benefit of CONTRACTOR or any other person or entity.

15. **DISTRICT'S RIGHT TO CARRY OUT THE WORK:** If CONTRACTOR, at any time during the process of construction, defaults or neglects to carry out the Work in accordance with the Contract, or fails or refuses to furnish enough materials and/or workers to properly prosecute the Work, unless prohibited from so doing by DISTRICT or other authorized governmental bodies, DISTRICT, after giving **three (3) calendar days** written notice to CONTRACTOR, may proceed to furnish the materials and/or workers necessary to proceed with and/or complete the Work, without prejudice to any other rights it may have. DISTRICT may then deduct the cost thereof, with reasonable expenses arising from such procedure including compensation for additional professional and internally generated services and expenses made necessary by CONTRACTOR'S actions, from any amounts then due or which may thereafter become due to CONTRACTOR. In such cases, CONTRACTOR will be invoiced for the amount of such costs and expenses, and the invoice amount shall be deducted from the next payment due CONTRACTOR. If payments then or thereafter due CONTRACTOR are not sufficient to cover such amounts, CONTRACTOR shall pay the difference to DISTRICT.

### 16. SUPERVISION AND CONSTRUCTION PROCEDURES:

16.1 ***Contractor.*** CONTRACTOR shall supervise and direct the Work using CONTRACTOR'S best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences of its Work necessary to meet the Project Schedule, procedures, and coordination of all portions of the Work under the Contract to meet the Project Schedule, unless the Contract gives other specific instructions concerning these matters. If contractors retained directly by DISTRICT perform any of the Work, CONTRACTOR shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6. Specific duties of CONTRACTOR shall be in accordance with Title 24 of the California Code of Regulations. CONTRACTOR shall fully comply with any and all reporting requirements of Education Code § 39151 and 81141 in the manner prescribed by Title 24.

16.2 ***Contractor Responsibility Regarding Independent Contractors.*** CONTRACTOR shall be responsible to DISTRICT for acts and omissions of CONTRACTOR'S employees, subcontractors, sub-subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with CONTRACTOR or any of its subcontractors. DISTRICT retains CONTRACTOR on an independent contractor basis and CONTRACTOR is not an employee, agent or representative of DISTRICT. CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of Work provided for in this Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. CONTRACTOR shall maintain complete control over its employees and its subcontractors and shall pay all wages, salaries and other amounts due such personnel in connection with their performance as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

17. **OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS:** CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of Architect in the Architect's administration of CONTRACTOR or by tests, inspections, or approvals required or performed by persons other than CONTRACTOR.

18. **ACCEPTANCE/APPROVAL OF WORK:** CONTRACTOR shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent work thereon.

19. **DISTRICT:**

19.1 ***CONTRACTOR'S Representative.*** CONTRACTOR shall provide a competent Representative, as well as any assistants the representative may need, who shall be in attendance at the Project Site at all times that any Work is in progress and at any time that any new employee or subcontractor of CONTRACTOR is present at the Work Site. Before commencing the Work, CONTRACTOR shall give written notice to DISTRICT of the name and a Statement of Qualification of such Representative. The Representative shall not be changed without written consent from DISTRICT or where the Representative ceases to be in CONTRACTOR'S employ. CONTRACTOR'S Representative shall represent CONTRACTOR, shall have authority to act on behalf of CONTRACTOR for all purposes of the Contract and shall be available to DISTRICT, Architect, Inspector of Record and Construction Manager at all reasonable times. Any communications given to the Contractor's Representative shall be as binding as if given to CONTRACTOR. Arrangements for responsible supervision, acceptable to DISTRICT, shall be made for emergency Work that may be required. CONTRACTOR'S approved CONTRACTOR'S Representative shall devote full time to the Project. Should CONTRACTOR wish to reduce the level of CONTRACTOR'S Representative effort to part-time, he may do so only with prior written approval of DISTRICT.

19.2 ***Staff.*** CONTRACTOR and each subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract.

19.3 ***Right to Remove.*** DISTRICT shall have the right, but not the obligation, to require the removal from the Project of CONTRACTOR'S Representative, or any other DISTRICT, staff member, agent, or employee of CONTRACTOR, subcontractor, sub-subcontractor, material or equipment supplier, or any other entity working on the Project.

20. **LABOR AND MATERIALS:**

20.1 ***CONTRACTOR to Provide.*** Unless otherwise provided in the Contract, CONTRACTOR shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

20.2 ***Quality.*** Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract. CONTRACTOR shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and shall be of such quality so that work in accordance with the standards of construction set forth in the Contract will result.

20.3 ***Replacement.*** Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract, may be disapproved and condemned by DISTRICT, in which case, they shall be removed and replaced by CONTRACTOR.

20.4 ***Discipline.*** CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR'S employees and other persons carrying out the Work including, but not limited to, subcontractors, sub-subcontractors and material or equipment suppliers retained for the Project. CONTRACTOR shall not permit employment of unfit persons not skilled in tasks assigned to them.

21. **WARRANTY:** CONTRACTOR warrants to DISTRICT and Architect that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. CONTRACTOR'S warranty effective after completion and acceptance of the Work, does not cover damage or defect caused by abuse, modifications not executed by CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

22. **TAXES:** 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 Contract. All delivery, shipping or other similar expenses are to be included in CONTRACTOR'S cost. DISTRICT is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

23. **PERMITS, FEES AND NOTICES:**

23.1 ***Payment.*** CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections which are (1) necessary for the proper execution and completion of the Work; (2) customarily secured after execution of the Contract; and (3) legally required by any authority having jurisdiction of the Project, except those required by the Division of the State Architect (DSA). CONTRACTOR shall be solely responsible for the costs of City, County and other agency business or similar licenses and hauling permits. DISTRICT shall not reimburse CONTRACTOR for any such costs. DISTRICT shall be responsible for all testing and inspection as required by the DSA.

23.2 ***Compliance.*** CONTRACTOR shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the

Work.

23.3 **Documents Comprising the Contract.** It is not CONTRACTOR'S responsibility to ascertain that the documents comprising the Contract are in accordance with any applicable law, statute, ordinance, building code, rule, or regulation. However, if CONTRACTOR observes that portions of the Contract are at variance therewith, CONTRACTOR shall promptly notify the Architect and DISTRICT in writing, and necessary changes shall be accomplished by appropriate modification.

23.4 **Responsibility.** If CONTRACTOR performs Work contrary to any law, statute, ordinance, building code, rule or regulation, CONTRACTOR shall assume full responsibility for such Work and shall bear the attributable cost.

24. **CONTRACT SUM ADJUSTMENT:** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances.

25. CONTRACTOR'S CONSTRUCTION/PROJECT SCHEDULES:

25.1 **Requirements.** CONTRACTOR, within two (2) weeks of being awarded the Contract, shall prepare and submit for DISTRICT'S, Architect's and Construction Manager's approval, information and use, a detailed construction schedule for its Work. The schedule shall not exceed time limits currently indicated under the Contract and shall comply with the Project Schedule requirements.

25.2 **Failure to Meet Requirements.** Failure of CONTRACTOR to provide proper schedules as required by this Section may, at the sole discretion of DISTRICT, constitute grounds to withhold, in whole or in part, progress payments to CONTRACTOR.

26. **DOCUMENTS AND SAMPLES AT THE SITE:** CONTRACTOR shall maintain at the Site for DISTRICT one applicable copy of Title 24 and a record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, CONTRACTOR shall maintain at the Site all approved Submittal Documents, Product Data, Samples, RFI's and similar required submittals. These documents shall be available to the Architect and shall be delivered to the Architect for review and delivery to DISTRICT upon completion of the Work.

27. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

27.1 **Submittals Defined.**

A. **Shop Drawings.** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by CONTRACTOR, subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract. CONTRACTOR shall obtain and submit with the shop drawings any and all calculations and product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet

individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions. All shop drawings, submittals and samples are due within 30 working days of the signed Agreement.

- B. **Samples.** The term "Samples" as used herein are physical examples furnished by CONTRACTOR to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by CONTRACTOR conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.
- C. **CONTRACTOR'S Responsibility.** CONTRACTOR shall obtain and shall submit all required shop drawings, submittals and samples in accordance with the Contract and with such promptness as to cause no delay in its own Work or in that of any other CONTRACTOR or subcontractor, but in no event later than thirty (30) days after the date of the signed Agreement. No extensions of time will be granted to CONTRACTOR or any subcontractor because of its failure to have shop drawings and samples submitted in accordance with this section. Each subcontractor, sub-subcontractor, material or equipment supplier shall submit all shop drawings, submittals and samples, and manufacturer's descriptive data for the review of DISTRICT, CONTRACTOR, and the Architect. By submitting shop drawings, product data, and samples, CONTRACTOR or submitting party (if other than CONTRACTOR) represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract. Submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in Section 27.4 **Substitutions.** Review by DISTRICT and Architect shall not relieve CONTRACTOR or any subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract. CONTRACTOR shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract. Architect will return any submission, which in Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially, unreviewed by the Architect for resubmission.
- D. **Extent of Review.** In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, submittals, product data, and samples for aesthetics and for the conformance with the design concept of the Work and the information given in the Contract. The Architect's review shall neither be construed as a complete check nor relieve CONTRACTOR, subcontractor, manufacturer, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract unless CONTRACTOR has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve CONTRACTOR or subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract, which may not be indicated on shop drawings when reviewed. CONTRACTOR and subcontractors shall be solely responsible for any quantities, which may be shown on the shop drawings.

## 27.2 **Drawing Submission Procedure.**

- A. **Transmittal Letter and Other Requirements.** All shop drawings must be properly identified with the name of the Project and submission date. Each lot submitted must be accompanied by a pre-approved letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stated. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the stamps and signatures of the Architect and CONTRACTOR. Only shop drawings required to be submitted by the Contract shall be reviewed.

- B. **Copies Required.** Each submittal shall include (1) reproducible transparency and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by CONTRACTOR, of manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all calculations; and other pertinent information as required.
- C. **Corrections.** CONTRACTOR shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to CONTRACTOR pursuant to paragraph 33.
- D. **Approved Prior to Commencement of Work.** No portion of the Work requiring a shop drawings or sample submission shall be commenced until the submission has been reviewed by DISTRICT and approved by Architect unless specifically directed in writing by DISTRICT. All such portions of the Work shall be in accordance with approved shop drawings and samples.

### 27.3 *Samples Submissions Procedure.*

- A. **Samples Required.** In case a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by CONTRACTOR to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a pre-approved letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for review stamps of CONTRACTOR and Architect.
- B. **Labels and Instructions.** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.
- C. **Architect's Review.** The Architect will review and, if appropriate, approve submissions and will return them to CONTRACTOR with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.
- D. **Record Drawings and Annotated Specifications.** CONTRACTOR will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to DISTRICT in accordance with the Project Schedule prepared by CONTRACTOR. In the event of a specification that allows CONTRACTOR to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items CONTRACTOR has furnished. CONTRACTOR will update the Record Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly. Failure to maintain updated Record Drawings shall be grounds for DISTRICT to withhold payments to CONTRACTOR. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by DISTRICT and the Architect. Upon completion of CONTRACTOR'S portion of the Work and prior to Application for Final Payment,

**CONTRACTOR will provide one complete set of Record Drawings and Annotated Specifications and one electronic (PDF) complete set of Record Drawings and Annotated Specifications** to DISTRICT, certifying them to be a complete and accurate reflection of the actual construction conditions of Work. Each sheet or page of the record drawings and annotated specifications will be labeled as record drawings and signed by CONTRACTOR and inspector of record.

- E. ***Equipment Manuals.*** CONTRACTOR shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the completion of its Work, CONTRACTOR shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of CONTRACTOR'S Application for Final Payment, and as a further condition to its approval by the Architect, each subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to CONTRACTOR, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to DISTRICT through the Architect.
- F. ***DISTRICT'S Property.*** All shop drawings, working drawings, plans, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, manuals and technical data submitted to DISTRICT or its agents or representatives by CONTRACTOR, his employee or his subcontractor pursuant to the Work shall become the property of DISTRICT. Such materials may be duplicated, used and disclosed by DISTRICT, in any manner and for any purpose, provided that any such use not within the purposes intended by this Contract shall be at DISTRICT'S sole risk and provided that CONTRACTOR shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Contract. Manuals, software documentation or other technical data produced by CONTRACTOR shall not include copyrighted materials without the express written permission of the copyright owner.

27.4 ***Substitutions.*** CONTRACTOR'S attention is directed to Public Contract Code Section 3400, which must be complied with as to brand or trade name products.

- A. ***One Product Specified.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." CONTRACTOR may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract.
- B. ***Two or More products Specified; Substitution Requests.*** When two or more acceptable products are specified for an item of the Work, along with the phrase "or equal", the choice between those two or more acceptable products will be up to CONTRACTOR, unless CONTRACTOR chooses to submit an "or equal" product to DISTRICT for consideration. CONTRACTOR shall utilize the same product throughout the Project. If CONTRACTOR wishes to request a substitution, he shall do so timely and in the manner specified below. If the required notice is not provided and an "or equal" substitution is requested, DISTRICT, at its sole discretion, may refuse to consider the substitution unless the listed products specified are no longer commercially available. If DISTRICT allows the substitution to be proposed despite the lack of proper notice, CONTRACTOR will be invoiced by DISTRICT for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution.
- C. ***Substitution Request.*** Any use of a product, which is not specifically listed, shall be deemed to be a substitution request, and shall comply with each and every provision of this Section. **All substitution requests shall be submitted prior to the award of the Contract by DISTRICT**

**within seven (7) working/calendar days of the bid opening date.** Any requests submitted after the noted deadline will not be considered, except as noted in section 27.4 B under "Substitutions" or at the sole discretion of DISTRICT. Each Substitution Request Form, which form must be pre-approved by the Architect, must be accompanied by evidence as to whether or not the proposed substitution: (1) is equal in quality and serviceability to the specified item; (2) will entail no changes in detail and construction of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to DISTRICT; and (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon CONTRACTOR. CONTRACTOR shall furnish with its request all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and DISTRICT in determining whether the proposed substitution is acceptable. The final decision shall be DISTRICT'S. The written approval of DISTRICT, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. DISTRICT may condition its approval of the substitution upon delivery to DISTRICT of a cost savings, an extended warranty or other assurances of adequate performance of the substitution.

D. ***List of Manufacturers and Products Required.*** Each subcontractor shall prepare and submit to CONTRACTOR within fifteen (15) days of execution of its subcontract, comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract, as may be required for CONTRACTOR'S or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract, but rather as a base from which more detailed submittals shall be developed for the final review of CONTRACTOR and the Architect.

## 28. CUTTING AND PATCHING:

28.1 ***Scope.*** CONTRACTOR shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

28.2 ***Consent.*** CONTRACTOR shall not damage or endanger a portion of the Work or fully or partially completed construction by cutting, patching, excavation or otherwise altering such construction. The Construction shall not cut or otherwise alter such construction by DISTRICT or a separate contractor except with written consent of DISTRICT and of such separate contractor. CONTRACTOR shall not unreasonably withhold from DISTRICT or a separate contractor CONTRACTOR'S consent to cutting or otherwise altering the Work when requested. All cutting shall be done promptly, and all repairs shall be made as necessary.

28.3 ***Structural Members.*** New or existing structural members and elements, including but not limited to reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at CONTRACTOR'S risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals, including DSA, shall be obtained by the Architect, not by CONTRACTOR.

28.4 ***Subsequent Removal.*** Permission to patch any areas or items of the Work shall not constitute a waiver of DISTRICT'S or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or DISTRICT, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract. Cut, patched, excavated or otherwise altered work shall be replaced with new Work that shall duplicate undisturbed, adjacent finishes, colors, textures, and profiles unless noted otherwise.

## 29. CLEAN UP:

29.1 **CONTRACTOR'S Responsibility.** CONTRACTOR shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition at all times. All crates, cartons, paper, debris, and other materials including flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. CONTRACTOR shall promptly remove from and about the Site any waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the work.

29.2 **Failure to Cleanup.** If CONTRACTOR fails to clean up as provided in the Contract, DISTRICT may do so, and the cost thereof shall be invoiced to CONTRACTOR and deducted from the next progress payment. Each subcontractor shall have the responsibility for the cleanup of its own Work. If the subcontractor fails to clean up, CONTRACTOR may do so and back-charge the subcontractor.

29.3 **Dismantlement and Removals.** When directed by DISTRICT or the Architect, CONTRACTOR and/or subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to CONTRACTOR and/or subcontractor. If CONTRACTOR does not remove the tools, equipment, machinery, and materials within fifteen (15) days after completion of its Work, then they shall be deemed abandoned, and DISTRICT can dispose of them for its own benefit in whatever way it deems appropriate.

29.4 **Final Cleaning.** Prior to final inspection by the Architect, CONTRACTOR shall thoroughly clean the building interior, exterior and site, utilizing professional building cleaners. All surfaces, fixtures and equipment are to be thoroughly and professionally cleaned for use & occupancy by DISTRICT.

30. **ACCESS TO WORK:** CONTRACTOR shall provide DISTRICT, the Architect, the Construction Manager and the Inspector unrestricted access to the Work in preparation and progress wherever located.

**31. ROYALTIES AND PATENTS:**

31.1 **Payment Indemnity.** CONTRACTOR shall pay all royalties and license fees. CONTRACTOR shall defend suits or claims of infringement of patent rights and shall hold DISTRICT, Architect and the Construction Manager harmless from loss on account thereof but shall not be responsible for such defense or loss when particular design, process, or product of a particular manufacturer is required by the Contract. However, if CONTRACTOR has reason to believe the required design, process, or product is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the Architect.

31.2 **Review.** The review by the Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by CONTRACTOR in violation of any patent or other rights of any person or entity.

**32. INDEMNIFICATION:**

32.1 **CONTRACTOR Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT, Architect, Architect's consultants, Construction Manager, the Inspector of Record, the State of California, and their respective agents, employees, officers, and directors, from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees and costs (including fees of consultants) arising out of or resulting from: (1) performance of the Work, including but not limited to CONTRACTOR'S or its subcontractors', sub-subcontractors', material or equipment suppliers' use of the Site; (2) CONTRACTOR'S or its subcontractors', sub-subcontractors', material or equipment suppliers'

construction of the Project, or failure to construct the Project, or any portion thereof; (3) the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the indemnities; or (4) any act, omission, negligence, or willful misconduct of CONTRACTOR or its subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees, but only to the extent caused in whole or in part by the acts, omissions, negligence or willful misconduct of CONTRACTOR, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Section.

32.2 ***Subcontractors Indemnity.*** CONTRACTOR shall require all subcontractors to defend, indemnify, and hold harmless DISTRICT, the Architect, and the Architect's consultants, Construction Manager, the Inspector of Record, the State of California, and their respective agents, employees, officers, and directors from and against claims, damages, losses, and expenses, including but not limited to, attorneys' fees and costs, (including fees of consultants) arising out of or resulting from: (1) performance of the Work, including but not limited to, the subcontractors' use of the Site; (2) the subcontractors' construction of the Project or failure to construct the Project or any portion thereof; (3) the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnities; or (4) any act, omission, negligence, or willful misconduct of the subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees, but only to the extent caused in whole or in part by the acts, omissions, negligence or willful misconduct of the subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

32.3 ***Joint and Several Liability.*** In the event more than one subcontractor is connected with an accident or occurrence covered by this indemnification, then all such subcontractors shall be jointly and severally responsible to each of the Indemnities for indemnification, and the ultimate responsibility among such indemnifying subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has law or equity.

32.4 ***No Limitation.*** CONTRACTOR'S and the subcontractors' obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property and death of any person; for breach of any warranty, express or implied; for failure of CONTRACTOR or the subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

33. **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY DISTRICT FOR PROFESSIONAL SERVICES:** If at any time prior to the completion of the requirements under the Contract, through no fault of its own, DISTRICT is required to provide or secure additional professional services for any reason by any act of CONTRACTOR, CONTRACTOR shall be invoiced by DISTRICT for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. If payments then or thereafter due to CONTRACTOR are not sufficient to cover such

amounts, CONTRACTOR shall pay the difference to DISTRICT. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of CONTRACTOR.
- B. Services made necessary due to the defects or deficiencies in the Work of CONTRACTOR.
- C. Services required by failure of CONTRACTOR to perform according to any provision of the Contract.
- D. Services in connection with evaluating substitutions of products, materials, equipment, subcontractors proposed by CONTRACTOR, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- E. Services for evaluating and processing claims submitted by CONTRACTOR in connection with the Work outside the established Change Order process.
- F. Services required by the failure of CONTRACTOR to prosecute the Work in a timely manner in compliance within the specified time of completion.
- G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- H. Services in conjunction with more than one(1) re-review of required submittals of shop drawings, product data, and samples.
- I. Services in conjunction with frivolous RFI's that request information that is clearly shown in CONTRACTOR Documents.

#### 34. CLAIMS AND DISPUTES:

- 34.1 ***Decision of Architect.*** Claims, including those alleging an error or commission by the Architect shall be referred initially to the Architect for action. A decision by the Architect, shall be required as a condition precedent to mediation of a Claim between CONTRACTOR and DISTRICT as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to mediation in the event: the position of the Architect is vacant; the Architect has not received evidence or has failed to render a decision within agreed time limit; the Architect has failed to take action required under within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or the Claim relates to a Stop Notice Claim.
- 34.2 ***Time Limit on Claims.*** Except as otherwise specifically provided elsewhere, claims by either party must be made within Ten (10) calendar days after occurrence of the event giving rise to such Claim or within Ten (10) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered.
- 34.3 ***Continuing Contract Performance.*** Pending final resolution of a Claim including mediation, arbitration, or litigation, unless otherwise agreed to in writing, CONTRACTOR shall proceed diligently with performance of the Contract, and DISTRICT shall continue to make payment in accordance with the Contract.
- 34.4 ***Claims for Concealed or Unknown Conditions.*** If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in

construction activities of the character provided for in the Contract, then notice by the observing party shall be given to the other party promptly before conditions are disturbed. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in CONTRACTOR'S cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract and that no change in the terms of the Contract is justified, the Architect shall so notify DISTRICT and CONTRACTOR in writing, stating the reasons. Claims by either party in opposition to such determination must be made within ten (10) calendar days after the Architect has given notice of the decision. If DISTRICT and CONTRACTOR cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be referred to the Architect for initial determination.

34.5 ***Claims For Additional Time.***

- A. ***Notice and Extent of Claim.*** If CONTRACTOR wishes to make a claim for an increase in the Contract Time, written notice as provided herein shall be given. CONTRACTOR'S claim shall include the cost associated with the extension if any and effect of delay on progress of the Work.
- B. ***Adverse Weather Claims.*** If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data sustaining that weather conditions for the project site location were abnormal for the stated period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

34.6 ***Injury or Damage to Person or Property.*** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time considering the extent of injury or damage but not exceeding Ten (10) calendar days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**35. RESOLUTION OF CLAIMS AND DISPUTES:**

- 35.1 ***Architect's and/or DISTRICT'S Review.*** The Architect and/or DISTRICT will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: request additional supporting data from the claimant; submit a schedule to the parties indicating when the Architect and/or DISTRICT expects to take action; reject the claim in whole or in part, stating reasons for rejection; recommend approval of the claim by the other party; or suggest a compromise. The Architect and/or DISTRICT may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.
- 35.2 ***Documentation if Resolved.*** If a claim has been resolved, the Architect and/or DISTRICT will prepare or obtain appropriate documentation for closure.
- 35.3 ***Action if Not Resolved.*** If a claim has not been resolved, the party making the claim shall, within ten (10) days after the Architect's and/or DISTRICT'S preliminary response, take one or more of the following actions: submit additional supporting data requested by the Architect and/or DISTRICT; modify the initial claim; or notify the Architect and/or DISTRICT that the initial claim strands. All requirements imposed by this Contract to resolve any dispute can be waived by mutual agreement of the parties involved in the dispute.
- 35.4 ***Architect's Written Decision.*** If a claim has not been resolved after consideration of the foregoing and of the other evidence presented by the parties or requested by the Architect and/or DISTRICT, the Architect and/or DISTRICT will notify the parties in writing that the Architect's and/or DISTRICT'S decision will be made within seven (7) days. Upon expiration of such time

period, the Architect and/or DISTRICT will render to the parties its written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. The Architect and/or DISTRICT may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**36. ALTERNATE DISPUTE RESOLUTION OF CLAIMS OF \$375,000 OR LESS:**

- 36.1 ***Claims Less Than \$375,000.*** Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternate dispute resolution procedures set forth in Public Contracts Code §20104, *et seq.*
- 36.2 ***Submission of Claims Less Than \$375,000.*** CONTRACTOR shall submit its claim of \$375,00 or less to DISTRICT in writing, within the time frames established under 34.2. DISTRICT shall respond within the time provided by statute. If CONTRACTOR disagrees with the response or DISTRICT fails to respond within the time permitted, CONTRACTOR shall notify DISTRICT of the disagreement in writing within fifteen (15) days from the date of the response or expiration of the time permitted to respond and demand an informal conference to meet-and-confer. DISTRICT shall schedule a meet-and-confer conference within thirty (30) days of the demand. If not resolved at the meet-and-confer conference, then CONTRACTOR may submit the claim for nonbinding mediation as provided in Chapter 1 of the Government Code. If the dispute is not resolved by mediation, CONTRACTOR may initiate civil action
- 36.3 ***Time Limits Not Extended.*** Nothing in Subdivision (a) of Public Contract Code §20104.2 shall extend the time limit or supersede the notice requirements provided in this Contract for filing claims by CONTRACTOR.

**37. DISPUTE RESOLUTION OF CLAIMS IN EXCESS OF \$375,000:** As a condition precedent to the initiation of litigation and subsequent to the fulfillment of the claims procedures established, disputes in excess of a total value of \$375,000 shall first be submitted to mediation pursuant to the procedures set forth in paragraph 38.

- 37.1 ***Meet-and-Confer Conference.*** Following action by the Architect and/or DISTRICT, the parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Contract promptly by negotiations between senior executives of the parties. The party disputing the Architect's and/or DISTRICT'S action shall give the other party written notice of the dispute. Within ten (10) days after delivery of said notice, executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within twenty (20) days of the disputing party's notice, or if the party receiving such notice will not meet within ten (10) days, either party may initiate mediation of the controversy or claim.

**38. MEDIATION PROCEDURES:**

- 38.1 ***Negotiations Before Mediation.*** Negotiations to resolve disputes before Mediation are initiated for settlement purposes only and are not binding.

**38.2 *Mediation.***

- A. ***Authorization.*** In the event of a dispute or issue that cannot be resolved by negotiation, DISTRICT and CONTRACTOR may attempt to resolve the matter by Mediation. Said Mediation shall be voluntary, but binding and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.

- B. ***Initiation of Mediation.*** Either party may initiate Mediation by notifying the other party or parties in writing.
- C. ***Request For Mediation.*** A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in Mediation.
- D. ***Selection of Mediator.*** Within fourteen (14) days after execution of the Contract for Construction, the parties will meet-and-confer to select an appropriate Mediator agreeable to all parties and two (2) alternate mediators, who will serve for the entire project. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.
- E. ***Qualification of a Mediator.*** Any Mediator selected shall have expertise in the area of the dispute and be knowledgeable in the Mediation process. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation. Before accepting an appointment, the prospective Mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties shall meet and confer and decide whether to select another Mediator.
- F. ***Representation.*** Any party may be represented by persons of its choice, who shall have full authority to negotiate. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator.
- G. ***Time and Place of Mediation.*** The Mediator shall set the time of each Mediation session. The Mediation shall be held at any convenient location agreeable to the Mediator and the parties, as the Mediator shall determine. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within Thirty (30) Days after initiation of Mediation.
- H. ***Identification of Matters in Dispute.*** At least ten (10) days before the first scheduled Mediation session; each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator the parties may mutually exchange such memoranda. At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue presented. The Mediator may require each party to supplement such information.
- I. ***Authority of Mediator.*** The Mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgement, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.
- J. ***Privacy.*** Mediation sessions are private. The parties and their representatives may attend Mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.
- K. ***Confidentiality.*** The Mediator shall not divulge confidential information disclosed to a mediator by the parties or by witnesses in the course of the Mediation. All records, reports, or other documents received by a Mediator while serving as Mediator shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceedings: views expressed or suggestions made by the other party with respect to the possible settlement of the dispute; statements made by the other party in the course of the Mediation proceedings; proposals made or views expressed by the Mediator; and whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

- L. ***No Stenographic Record.*** There shall be no stenographic record of the Mediation.
- M. ***Termination of Mediation.*** The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.
- N. ***Exclusion of Liability.*** No Mediator shall be a necessary party in judicial proceedings related to the Mediation. No Mediator shall be liable to any party for any act or omission in connection with any Mediation conducted hereunder.
- O. ***Interpretation and Application of Mediation Provisions.*** The Mediator shall interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- P. ***Expenses.*** The expenses of witnesses for each party shall be paid by the party producing the witnesses. All other expenses of the Mediation, including required travel and other expenses of the Mediator, the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by all parties to the Mediation.

39. **SUBCONTRACTORS:** If a subcontractor is designated as "Specialty CONTRACTOR" as defined in §7058 of the Public Contract Code, all of the Work outside of that subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Business and Professions Code §§4100, *et seq.*

40. **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK:**

- 40.1 ***Assignment or Substitution – Consent of DISTRICT.*** In accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq.*), no CONTRACTOR whose bid is accepted shall, without the consent of DISTRICT: substitute any person or entity as a subcontractor in place of the subcontractor designated in the original bid; permit any such subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (.5%) of CONTRACTOR'S Total Bid Price as to which its original bid did not designate a subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority or not in compliance with the Subletting and Subcontracting Fair Practices Act shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve CONTRACTOR or its subcontractors from their obligations under the terms of the Contract.
- 40.2 ***Grounds for Substitution.*** All Sub-CONTRACTOR and sub-subcontractor substitutions shall be made pursuant only to the Subletting and Subcontracting Fair Practices Act found at Public Contract Code Section 4100 *et seq.*
  - A. ***No Change in Contract.*** Any substitutions of subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of Contract Time for the completion of the Project.
  - B. ***Substitution Due to Clerical Error.*** Substitutions due to a claim of inadvertent clerical error shall be made pursuant to Public Contract Code Section 4107.5.

41. **SUBCONTRACTUAL RELATIONS:** By appropriate agreement, written where legally required for validity, CONTRACTOR shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Contract, and to assume toward CONTRACTOR all obligations and responsibilities, which CONTRACTOR, by the Contract, assumes toward DISTRICT and the Architect. Each subcontract agreement shall preserve and protect the rights of DISTRICT and the Architect under the Contract with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all

rights, remedies, and redress against CONTRACTOR that CONTRACTOR, by the Contract, has against DISTRICT. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with sub-subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the subcontractor will be bound. Upon written request of the subcontractor, CONTRACTOR shall identify to the subcontractor the terms and conditions of the proposed subcontract agreement which may be at variance with the Contract. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

42. **SUBCONTRACTOR'S RESPONSIBILITIES:** Every subcontractor is bound to the following provisions.

42.1 ***Supervision By Subcontractors.*** Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, and shall at once report to CONTRACTOR any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from CONTRACTOR concerning such error or omission. Each subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

42.2 ***Discipline and Order.*** Each subcontractor shall at times enforce strict discipline and good order among its subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The subcontractor shall not employ on the Work any unfit person or anyone not skilled in the task assigned. CONTRACTOR shall have the right to remove from the Work any employee of a subcontractor for any reason, including, without limitation, incompetence or carelessness.

42.3 ***Defects Discovered.*** Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each subcontractor shall use all necessary means to discover any defect in such other work and shall allow CONTRACTOR, the Architect or other subcontractors as CONTRACTOR elects a reasonable amount of time to remedy such defects. If the subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the subcontractor shall have proceeded pursuant to instructions in writing by CONTRACTOR over its written objection.

42.4 ***Subcontractor Information.*** Each subcontractor shall submit to DISTRICT, CONTRACTOR, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, and adequacy of the subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with CONTRACTOR in its periodic review of the adequacy of subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of CONTRACTOR with respect thereto.

42.5 ***Temporary Structures.*** Each subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by CONTRACTOR in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by CONTRACTOR and approved by the Construction Manager. When it becomes necessary due to the progress of the Project for the subcontractor to relocate its field operations, it will do so in an expeditious manner to a location designated by CONTRACTOR and approved by the Construction Manager and at no additional cost to CONTRACTOR or DISTRICT. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet

metal.

42.6 **Charges to Subcontractor.** Each subcontractor may be subject to CONTRACTOR'S reasonable charges for hoisting, repair to other work caused by the fault or negligence of subcontractor, removal of subcontractor's rubbish, and clean-up occasioned by subcontractor.

42.7 **Fines Imposed.** Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

42.8 **Project Signs.** Each subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. DISTRICT will permit a single Project sign, which shall be subject to DISTRICT'S prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

42.9 **Remedies For Failure to Perform.** Without limitation to any other right or remedy available to CONTRACTOR under the Contract or at law, should the subcontractor: (1) fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract with sufficient labor, materials, equipment, and facilities; (2) delay the progress of the job; (3) otherwise fail in any of its obligations; (4) have receiver appointed for the subcontractor; or (5) be declared bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceeding or declaration is not set aside within thirty (30) days, then CONTRACTOR, upon three (3) days notice to the subcontractor (subject to the requirements of Public Contracts Code §4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the subcontractor. CONTRACTOR may terminate the employment of the subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the subcontractor's Work to be finished either by another subcontractor or through CONTRACTOR'S own forces.

42.10 **Disputes Not To Affect Work.** In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a subcontractor, or any dispute as to whether or not the subcontractor is entitled to change Order for any Work requested for it, the subcontractor shall continue to proceed diligently with the performance as required by CONTRACTOR. Regardless of the size or nature of the dispute, the subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. CONTRACTOR shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to DISTRICT, the Architect, and CONTRACTOR for any losses suffered as a result of the delay.

42.11 **Application For Payment.** CONTRACTOR agrees to advise the subcontractor if any documentation in connection with the subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

42.12 **Compliance With Procedures.** Each subcontractor shall comply with all procedures established by CONTRACTOR for coordination among DISTRICT, DISTRICT'S consultant's, Architect, Construction Manager, CONTRACTOR, and the various subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The subcontractor shall cooperate fully with all of the foregoing parties and authorities.

42.13 **On-Site Record Keeping.** Subcontractor shall comply with all on-Site record keeping systems established by CONTRACTOR and shall, upon the request of CONTRACTOR, provide CONTRACTOR with such information and reports as CONTRACTOR may deem appropriate. Without limitation of the foregoing, the subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

42.14 **Non-Exclusive Obligations.** The specific requirements of this article are not intended to exclude the obligation of the subcontractor to comply with any of the other provisions of the General Conditions and the other Contract that are relevant to the proper performance of its portion of the Work.

42.15 **Time For Commencement By Subcontractors.** CONTRACTOR shall require all subcontractors to commence their Work within Two (2) Working Days after CONTRACTOR provides them with a notice to begin, and shall require all subcontractors to diligently prosecute their work in accordance with the Project Schedule, so as to allow the Project to be totally and adequately completed within the Contract Time.

43. **CHANGES IN THE WORK:**

43.1 **No Changes Without Authorization.** There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. DISTRICT shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No change in Contract Time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such duly adjusted in writing in the Change Order. The provisions of the Contract shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. All Change Orders shall be prepared and issued by the Architect and shall become effective when executed by DISTRICT, the Architect, CONTRACTOR, and the DSA.

43.2 **Architect Authority.** The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract. Such changes shall be effected by written Change Order and shall be binding on DISTRICT and CONTRACTOR. CONTRACTOR shall carry out such written orders promptly.

43.3 **Change Orders (“CO”).** A CO is a written instrument prepared by the Architect and signed by DISTRICT, CONTRACTOR, the Architect, and the DSA, stating their agreement upon all the following:

- a change in the Work;
- the amount of the adjustment in the Contract Sum, if any; and
- the extent of the adjustment in the Contract Time, if any.

43.4 **Changes in Time.** Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule. For any change in work, CONTRACTOR shall be entitled only to such adjustments in time by which completion of the entire work is delayed due solely to performance of the changed work. However, no extension of time shall be granted for a change in the work unless CONTRACTOR demonstrates to the satisfaction of DISTRICT that the work is on the critical path and submits an updated CPM schedule showing that an extension of time is required and that CONTRACTOR is making, or

has made, every reasonable effort to guarantee completion of the additional work called for by the change within the time originally allotted for the contract (Public Contract Code Section 10842).

43.5 ***Cost of Change Orders.*** Within ten (10) days or such lesser period of time as may be required by DISTRICT after a request is made for a change that impacts the Contract Sum or the Contract Time, CONTRACTOR shall provide to DISTRICT and the Architect in writing an estimate of the effect of the proposed CO upon the Contract Price and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours unite prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by DISTRICT by an appropriate written CO, or, at DISTRICT'S option, such changes shall be implemented immediately upon CONTRACTOR'S receipt of an appropriate written approval.

43.6 ***Determination of Cost.*** The amount of the increase or decrease in the Contract Price resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation and as determined in the sole and absolute discretion of DISTRICT and Architect:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. Unit prices state in CONTRACTOR'S original bid, the Contract, or subsequently agreed upon between DISTRICT and CONTRACTOR;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

43.7 ***Discounts, Rebates, and Refunds.*** For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to CONTRACTOR, and CONTRACTOR shall make provisions so 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 the purposes of any change, addition, or omissions in the Work as provided herein.

43.8 ***Accounting Records.*** With respect to portions of the Work performed by COs on a time-and-materials, unit-cost, or similar basis, CONTRACTOR shall keep and maintain cost-account records satisfactory to DISTRICT, which shall be available to DISTRICT on the same terms as any other books and records CONTRACTOR is required to maintain under the Contract.

43.9 ***Notice Required.*** If CONTRACTOR desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall give DISTRICT, the Construction Manager and the Architect written notice thereof within ten (10) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Price documentand/or the Contract Time. This notice shall be given by CONTRACTOR before proceeding to execute the Work, except in an emergency endangering life or property. No claim shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause-giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Price. CONTRACTOR shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a CO.

43.10 ***Applicability to Subcontractors.*** Any requirements under this section shall be equally applicable to COs issued to subcontractors by CONTRACTOR to the same extent required of CONTRACTOR.

44. REQUEST FOR INFORMATION (“RFI”):

44.1 The RFI shall reference all the applicable Contract data including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. CONTRACTOR shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract.

44.2 ***Response Time.*** The Architect must respond to a RFI within five (5) calendar days after receiving such request. If the Architect's response results in a change in the Work, then a written CO shall effect such change. If the Architect cannot respond to the RFI within five (5) calendar days, the Architect shall notify CONTRACTOR, with a copy to the Inspector and DISTRICT, of the amount of time that will be required to respond.

44.3 ***Costs Incurred.*** CONTRACTOR shall be invoiced by DISTRICT for any costs incurred for professional services, which shall be deducted from the next progress payment, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

45. TIME:

45.1 ***Contract Time.*** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract for Completion of the Work. Contract Time begins to run Ten (10) calendar days after the date on which DISTRICT sends the Notice to Proceed to CONTRACTOR.

45.2 ***Notice to Proceed.*** Written notice from DISTRICT to CONTRACTOR to proceed with the Work by a specified date within ten (10) calendar days.

45.3 ***Days.*** Unless otherwise designated, calendar days.

45.4 ***Hours of Work***

A. ***Sufficient Forces.*** CONTRACTORS and subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule and in such a manner to allow for the full and adequate completion of the project within the Contract Time.

B. ***Performance During Working Hours.*** Work shall be performed during regular working hours, except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of DISTRICT.

C. ***Labor Code Application.*** As provided in Article 3 (commencing at §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 CONTRACTOR or by any subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of CONTRACTORS in excess of either (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work compensation for all hours worked in excess of either (8) hours per day at not less than one and one-half (1-1/1) times the basic rate of pay.

CONTRACTOR shall pay to DISTRICT a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR, or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by CONTRACTOR is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

D. ***Costs For After Hours Inspections.*** If the work done after hours is required by the Contract to be done outside CONTRACTOR'S or the Inspector's regular working hours, the costs of an inspections, if required to be done outside normal working hours, shall be borne by DISTRICT.

If DISTRICT allows CONTRACTOR to do work outside regular working hours for CONTRACTOR'S own convenience, the costs of any inspections required outside regular working hours shall be invoiced to CONTRACTOR by DISTRICT and deducted from the next Progress Payment.

If CONTRACTOR elects to perform work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to CONTRACTOR by DISTRICT and deducted from the next Progress Payment.

45.5 ***Disruption of Site Activities.*** If CONTRACTOR work is at an open and/or active site, No Work or other activities by or on behalf of CONTRACTOR which presents a hazard or unreasonable disruption to the staff or students of any site shall be allowed while site is open or in session. The determination as to whether Work or some other activity presents a hazard or constitutes an unreasonable disruption to the staff or students of any site shall be made by and pursuant to the sole discretion of the Construction Manager or a representative of DISTRICT'S Facilities Department. All Work or other activities which could present a hazard or unreasonable disruption to the staff or students of a site shall be performed before or after operating hours, on weekends, or on a holiday. Neither CONTRACTOR nor its subcontractors or anyone working on behalf of CONTRACTOR or subcontractors shall be entitled to additional compensation or Contract Time for having to arrange their work schedule so as not to violate the provisions of this Section. CONTRACTOR, subcontractors and persons working on behalf of CONTRACTOR and subcontractors shall be expected to arrange such Work and other activities in advance so as to avoid creating monetary or time impacts.

45.6 ***Progress and Completion/Time is of the Essence.*** Time limits stated in the Contract are of the essence of the Contract. By executing the Contract CONTRACTOR confirms that the Contract Time and Project Schedule are a reasonable period for performing the Work.

45.7 ***No Commencement Without Insurance.*** CONTRACTOR shall not knowingly, except by agreement or instruction of DISTRICT in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required to be furnished by CONTRACTOR. The date of commencement of the Work shall not be changed by the effective date of such insurance.

45.8 ***Expedited Completion.*** CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

45.9 ***Extensions of Time – Liquidated Damages.***

***Liquidated Damages.*** Pursuant to Government Code Section 53069.85, if Work is not completed within the Contract Time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that DISTRICT will suffer damage. It is therefore agreed that

CONTRACTOR shall pay to DISTRICT the sum of \$500.00 for each and every calendar day of delay beyond the Contract Time-beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual contract activity. **CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can be and shall be imposed if CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule.** If DISTRICT accepts Work or makes any payment under this Contract after a default by reason of delays, the acceptance of such Work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or liquidated damages.

- A. ***Excusable Delay.*** CONTRACTOR shall not be charged for liquidated damages, as set forth in the Contract, because of any delay in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God, acts of public enemy, acts of Government, acts of DISTRICT or anyone employed by it, acts of another CONTRACTOR in performance of a contract (other than this Contract) with DISTRICT, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of subcontractors due to such causes.
- B. ***Time Extensions for Unusually Severe Weather.*** The provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for DISTRICT to award a time extension under this clause, the following conditions must be satisfied:
  - 1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
  - 2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of CONTRACTOR.
  - 3. Constant wind in excess of twenty-five (25) miles per hour.

- C. ***Adverse Weather Documentation.*** Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, CONTRACTOR will record on the project daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of CONTRACTOR'S scheduled workday.
- D. ***Notice By CONTRACTOR Required.*** CONTRACTOR shall, within seven (7) calendar days of the beginning of any such delay (unless DISTRICT grants in writing a further period of time to file such notice prior to the date of final payment under the Contract), notify DISTRICT in writing of causes of delay. DISTRICT will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. DISTRICT'S findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected.
- E. ***Conditions For Extension of Time.*** If CONTRACTOR is delayed at any time in progress of the Work by an act or neglect of DISTRICT, the Architect, an employee of either, or of a separate CONTRACTOR employed by DISTRICT, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond CONTRACTOR'S control, by delay authorized by DISTRICT pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

#### 46. PAYMENTS AND COMPLETION:

- 46.1 ***Cost Breakdown/Required Information.*** On forms approved by DISTRICT, CONTRACTOR shall furnish the following:
  - A. Within ten (10) days of the Letter of Award of the Contract, CONTRACTOR shall submit a detailed breakdown of the Contract Price (Schedule of Values). The schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. CONTRACTOR must ensure that each portion of the Work or separate activity on the Schedule of Values contains a proportionate share of profit, overhead and other costs or expenses that will be incurred by CONTRACTOR as compared to the line item percentage of the Contract Price for that portion of the Work or separate activity. CONTRACTOR shall not unevenly weight or allocate its overhead and profit to one or more particular portions of Work or separate activity on the Schedule of Values;
  - B. Within ten (10) days of the award of the Contract, CONTRACTOR shall submit a schedule of estimated monthly payment requests (cash flow) due CONTRACTOR, showing the values and construction time of the various portions of the Work to be performed by it and by its subcontractors or material and equipment suppliers and containing such supporting evidence as to its correctness as DISTRICT may require;
  - C. Five (5) days prior to the submission of pay request, CONTRACTOR shall submit for review purposes a draft of an itemized breakdown of work done for the purpose of requesting partial payments;
- 46.2 ***Applications For Payment/Procedure.*** On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, CONTRACTOR shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or such portion thereof as the Architect requires:
  - A. The amount paid to the date of the Application to CONTRACTOR, to all its subcontractors, and all others furnishing labor, material, or equipment for its Contract;

- B. The amount being requested with the Application for Payment by CONTRACTOR on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, and equipment under the Contract;
- C. The balance that will be due each of such entities after said payment is made;
- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The additions to and subtractions from the Contract Price and Time;
- F. A summary of the retentions  
(Each Application shall provide for retention, of the amount due until completion of the Work of CONTRACTOR and Final Acceptance thereof by DISTRICT);
- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as DISTRICT may require from time to time;
- H. The percentage of completion of CONTRACTOR'S Work by line item; and
- I. A statement showing all payments made by CONTRACTOR for labor and materials on account of the Work covered in the preceding Application for Payment.

46.3 ***Purchase of Materials and Equipment.*** As CONTRACTOR is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from DISTRICT, to assure that there will be no delays, payment of DISTRICT for stored material shall be made only in unusual circumstances where the Architect or Construction Manager specifically recommends, and DISTRICT specifically approves, the payment in writing. If the payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by DISTRICT, the payments shall be conditioned upon submission by CONTRACTOR, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Architect and DISTRICT to establish DISTRICT'S title to such materials or equipment free of all liens and encumbrances, and otherwise protect DISTRICT'S interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, and specified by identification numbers (if applicable), released to DISTRICT by sureties of CONTRACTOR and the subcontractor and, if stored off-Site, stored only in a bonded warehouse.

46.4 ***Warranty of Title.*** CONTRACTOR Warrants that title to all Work covered by an Application for Payment will pass to DISTRICT no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of CONTRACTOR, subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

46.5 ***Review of Progress Payment.***

- A. ***DISTRICT Approval.*** The Architect will, within seven (7) days after receipt of CONTRACTOR'S Application for Payment, either approve such payment or notify CONTRACTOR in writing of the Architect's reasons for withholding approval in whole or in part.
- B. ***Architect Approval.*** The review of CONTRACTOR'S Application for Payment by the Architect based on the their observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract. The foregoing representations are subject to an evaluation of the Work for the conformance with the Contract, to results of subsequent tests and inspections, to minor deviations from the Contract correctable prior to completion, and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that CONTRACTOR

is entitled to payment in the amount certified. However, the review by the Architect will not be a representation that the Architect has:

1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
2. Reviewed construction means, methods, techniques, sequences, or procedures;
3. Reviewed copies of requisitions received from subcontractors, material and equipment suppliers, and other data requested by DISTRICT to substantiate CONTRACTOR'S right to payment; or
4. Made on examination to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Sum.

#### 47. DECISIONS TO WITHHOLD PAYMENT:

47.1 ***Reasons to Withhold Payment.*** DISTRICT may decide to withhold payment in whole, or in part, to the extent reasonably necessary to protect DISTRICT if, in DISTRICT'S opinion, the representations to DISTRICT required by section 46.5 B.2 cannot be made. Failure by DISTRICT to deduct any sums from a progress payment shall not constitute a waiver of DISTRICT'S right to such sums. DISTRICT may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by DISTRICT, incurred by DISTRICT for which CONTRACTOR is liable under the contract. For instance, DISTRICT may withhold payment, in whole or in part, to such extent as may be necessary to protect DISTRICT from loss because of:

- A. Defective Work not Remedied;
- B. Stop Notices. If any Stop Notice or other lien is filed on the Project for labor, materials, supplies, equipment or any other item of value claimed to have been furnished to or incorporated into the Work, or for other alleged contributions thereto, DISTRICT shall retain form payments otherwise due CONTRACTOR, in addition to other amounts properly withheld under this Section or under other provisions of the Contract, an amount equal to 125 percent (125%) of the amount claimed under such Stop Notice; provided, however, that DISTRICT may release such funds upon receipt of evidence satisfactory to DISTRICT to the effect that CONTRACTOR has resolved such claim, by settlement, Stop Notice Bond or otherwise. All other provisions of state law with respect to stop notices shall also apply;
- C. Liquidated damages assessed against CONTRACTOR;
- D. Reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or within the Contract Time;
- E. Damage to DISTRICT, another CONTRACTOR, or subcontractor, including any sums expended by or on behalf of DISTRICT in performing any of CONTRACTOR'S obligations under the Contract with CONTRACTOR has failed to perform or has performed inadequately;
- F. Unsatisfactory prosecution of the Work by CONTRACTOR;
- G. Failure to store and properly secure materials;
- H. Failure of CONTRACTOR to submit on a timely basis, proper and sufficient documentation required by the Contract, 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;
- I. Failure of CONTRACTOR to maintain record drawings;
- J. Erroneous estimates by CONTRACTOR of the value of the Work performed, or other false statements in an Application for Payment;

- K. Unauthorized deviations from the Contract; or
- L. Failure of CONTRACTOR to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
- M. All funds forfeited pursuant to California Labor Code Section 1727. DISTRICT shall retain and transfer those funds pursuant to California Labor Code Section 1730.
- N. Failure of CONTRACTOR to provide timely releases from suppliers and/or subcontractors when requested to do so by DISTRICT or Construction Manager.

47.2 ***Written Reasons For Withholding Provided.*** Upon request of CONTRACTOR whose payment is deferred, CONTRACTOR shall be given a written copy of DISTRICT'S reasons for withholding payment.

47.3 ***Payment After Cure.*** When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld.

48. **PROGRESS PAYMENTS:**

48.1 ***Payment to CONTRACTOR.*** Within thirty (30) days after approval of the Request for Payment, CONTRACTOR shall be paid a sum equal to ninety five percent (95%) of the value of the Work performed up to the last day of the previous month, less aggregate of previous payments. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release CONTRACTOR, or any bondsman, from damages arising from such work or from enforcing each and every provision of this Contract, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment.

CONTRACTOR shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so as long as any lawful or proper direction given by DISTRICT concerning the Work, or any portion thereof, remains noncompliant.

48.2 ***Payments to Subcontractors.*** CONTRACTOR shall pay its subcontractors in accordance with their subcontractors and pursuant to Public Contract Code Section 10262. CONTRACTOR shall, be appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

Pursuant to Public Contract Code 9201, DISTRICT shall have full authority to compromise or otherwise settle any claim relating to a contract at any time. DISTRICT shall notify CONTRACTOR of the receipt of any third-party claim, relating to the contract. DISTRICT shall be entitled to recover its reasonable costs incurred in providing the notification required.

48.3 ***Percentage of Completion or Payment Information.*** DISTRICT will, on request, furnish to a subcontractor, if practicable, information regarding percentages of completion or amounts applied for by CONTRACTOR, and action taken thereon by DISTRICT, on account of portions of the Work done by such Subcontractor.

48.4 ***No Obligation of DISTRICT for Subcontractor Payment.*** DISTRICT shall have no obligation to pay, or to see to the payment of, money to a subcontractor except as may otherwise be required by law.

48.5 ***Payment to Suppliers.*** Payment to material or equipment supplies shall be treated in a manner similar to that provided in paragraphs 48.1, 48.2, 48.3 and 48.4.

48.6 ***Payment Not Constituting Approval or Acceptance.*** An approved Request for Payment, a progress payment, or partial or entire use or occupancy of the Project by DISTRICT shall not

constitute acceptance of work not in accordance with the Contract.

48.7 **Joint Checks.** DISTRICT shall have the right, if necessary for the protection of DISTRICT, to issue joint checks made payable to CONTRACTOR and subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between DISTRICT and a subcontractor of any tier, any obligation from DISTRICT to such subcontractor, or rights in such subcontractor against DISTRICT.

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## 49. COMPLETION OF THE WORK:

49.1 **Close-Out Procedures.** When CONTRACTOR considers that the Work, or a portion thereof which DISTRICT agrees to accept separately, is substantially complete, CONTRACTOR shall notify DISTRICT Architect and Construction Manager and request an inspection. DISTRICT shall, with assistance of the IOR, Architect and Construction Manager, determine if the Work (or designated portion) is substantially complete. If DISTRICT determines the work (or designated portion) is not substantially complete, it shall so notify CONTRACTOR. CONTRACTOR shall then complete promptly the items noted by DISTRICT as preventing substantial completion, and shall notify DISTRICT, Architect and Construction Manager when finished and request another inspection.

If DISTRICT determines that the Work (or designated portion) is substantially complete, the Architect shall prepare a Notice of Substantial Completion. Among other things, the Notice of Substantial Completion shall: (1) establish the date of Substantial Completion of the Work (or designated portion); (2) establish the responsibilities of DISTRICT and CONTRACTOR with respect to security, maintenance, heat, utilities, damage to the Work (or designated portion), and insurance; and (3) fix the time within which CONTRACTOR shall finish items on the Punch List accompanying the Notice of Substantial Completion. Warranties for the Work (or designated portion) required by the Contract shall commence on the date of Substantial Completion of the Work (or designated portion), unless otherwise provided in the Notice of Substantial Completion. The Notice of Substantial completion shall be submitted to DISTRICT and CONTRACTOR for their written acceptance of responsibilities assigned to them in such notice. At the same time the Notice of Substantial Completion is being prepared, DISTRICT shall require the Architect to prepare a comprehensive list of minor items to be completed or corrected (Punch List). DISTRICT shall review and approve the Punch List with the assistance of the IOR and Construction Manager. Failure to include an item on the Punch List shall not waive or otherwise alter the ultimate responsibility of CONTRACTOR to complete all Work in strict accordance with the Contract. Once the Punch List is approved, DISTRICT shall provide the Notice of Substantial Completion and Punch List to CONTRACTOR. Upon receipt of the Notice of Substantial Completion and the Punch List, CONTRACTOR and/or its subcontractors shall proceed promptly to complete and correct all items on the Punch List.

49.2 **Payment Upon Completion.** Upon Substantial Completion of the Work (or designated portion), and upon application by CONTRACTOR, DISTRICT shall make payment reflecting adjustment in retainage, if any, for such Work (or designated portion), as provided by state law and the Contract.

49.3 **Costs of Multiple Inspections.** More than two (2) requests of DISTRICT to make inspections shall be considered an additional service of Architect. CONTRACTOR shall be liable for all costs associated with three or more such inspections. DISTRICT shall invoice CONTRACTOR for such costs and may withhold such costs from any remaining payments or contract retainage.

## 50. PARTIAL OCCUPANCY OR USE:

50.1 **DISTRICT'S Rights.** DISTRICT may occupy or use any completed or partially completed portion of the Work at any stage. DISTRICT and CONTRACTOR shall agree in writing to the condition of the Work (or designated portion), the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work (or designated portion), insurance, the period for correction of the Work (or designated portion), and the commencement of warranties for the Work (or designated portion) required by the Contract. When requested by DISTRICT, CONTRACTOR shall complete all Punch items for the substantially completed portion of the Work.

50.2 **Inspection Prior to Occupancy or Use.** Immediately prior to such partial occupancy or use, DISTRICT, CONTRACTOR, Construction Manager, and the Architect shall jointly inspect the area of Work (or designated portion) to be occupied or used, in order to determine and document the condition of the Work

50.3 **No Waiver.** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute an acceptance of the Work, shall not be deemed an approval of any portion or portions of Work not in compliance with the requirements of the Contract, and shall not relieve CONTRACTOR of any responsibility or obligation under the Contract.

## 51. COMPLETION AND FINAL PAYMENT:

51.1 **Final Inspection.** CONTRACTOR shall immediately upon receipt of Punch List, initiate work on all items therein related to CONTRACTOR'S Works and diligently complete the same. Upon receipt of CONTRACTOR'S written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect shall inspect the Work to determine if the Work is fully completed in compliance with the Contract and shall submit to CONTRACTOR, and DISTRICT and Construction Manager a final inspection report noting the work, if any, required in order to complete the Work in accordance with the Contract. Typically, this report will consist of the Punch List items not yet satisfactorily completed.

If the inspect report does not indicate work to be completed, CONTRACTOR shall submit to the Architect its final Application for Payment. If the inspection report does indicate work to be completed, CONTRACTOR shall notify DISTRICT upon completion of the Work, and DISTRICT shall again inspect such Work. If DISTRICT finds the Work contained in such final inspection report to be in compliance with the Contract and, therefore, the Work is fully completed, it shall so notify CONTRACTOR, who shall then submit to the Architect its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Architect shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract. DISTRICT shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and CONTRACTOR in writing for reasons why the Work is not complete. If DISTRICT notes work remaining to be completed, CONTRACTOR shall promptly complete the work and so notify DISTRICT and Architect. Upon acceptance of the Work of CONTRACTOR as fully complete DISTRICT shall provide final payment to CONTRACTOR, DISTRICT shall record Notice of Completion with the County Recorder, and CONTRACTOR shall, upon receipt of payment from DISTRICT, pay the amounts due subcontractors.

51.2 **Retainage.** Pursuant to the Public Contract Code 9203. (a) Payment on any contract with a local agency for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement, of any kind which will exceed in cost a total of five thousand dollars (\$5,000), shall be made as legislative body prescribes upon estimates approved by the legislative body, but progress payments shall not be made in excess of 95 percent of the

percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the local agency, and unused. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 50 percent of the work has been completed, if the legislative body finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.

All contract retainage shall be released and paid to CONTRACTOR and subcontractors pursuant to Public Contract Code Section 7107/PCC 9201-9203/CC9356. In the event DISTRICT declares one or more portions of the Project to be substantially complete prior to the substantial completion of the entire Project, DISTRICT may, in its sole and absolute discretion, release contract retainage for those one or more portions prior to the time the entire Project is substantially complete. Unless DISTRICT determines to release retentions early in this manner, however, DISTRICT'S obligation to release CONTRACTOR'S retention shall not arise until the entire Project is completed and lien free in accordance with issuance of a lien search report from DISTRICT'S Title Insurance Company.

### **51.3 *Procedures For Application For Final Payment.***

- A. CONTRACTOR shall execute and deliver a full and final waiver of all liens in connection with the Work, on a form supplied by DISTRICT, shall be submitted by CONTRACTOR, including a release of lien in recordable form. If requested by DISTRICT, the waiver and release of lien shall be submitted together with a fully executed copy of the full and final waiver of all liens in connection with the Work, on a form supplied by DISTRICT, including a release of lien in recordable form, obtained by CONTRACTOR from each person to receive a payment under the Contract.
- B. CONTRACTOR shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of DISTRICT required under the Contract.
- C. Each subcontractor shall have delivered to CONTRACTOR all written guarantees, warranties, applications, and bonds required by the Contract for its portion of the Work.
- D. CONTRACTOR shall deliver to DISTRICT reproducible final Record Drawings and Annotated Specifications showing CONTRACTOR'S Work "as built," with CONTRACTOR'S certification of the accuracy of the Record Drawings and Annotated Specifications, all guarantees, and operation and maintenance instructions for equipment and apparatus.
- E. Architect shall have issued a Final Certificate of Payment.
- F. CONTRACTOR shall have delivered to DISTRICT all manuals and materials required by the Contract.
- G. CONTRACTOR shall have removed, or caused to be removed, all waste materials and rubbish from and about the Site, as well as all tools, construction equipment, machinery, surplus material, scaffolding equipment, and any other similar materials of CONTRACTOR or any subcontractor, shall have cleaned, or caused to be cleaned in final form all aspects of the work as provided in the Contract.
- H. CONTRACTOR shall execute and deliver a warranty for its Work, as provided by the Contract, on a form supplied by DISTRICT.
- I. APPLICABLE ONLY IF BOND FUNDS UTILIZED TO FUND PROJECT: In accordance with Education Code Section 17076.11, DISTRICT has a participation goal for Disabled Veteran Business Enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount of funds allocated to DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by DISTRICT. As specified in the Bid Documents, prior to, and as a

condition precedent for, finally payment under this Contract, CONTRACTOR shall provide documentation to DISTRICT identifying the amounts paid to DVBE's in conjunction with this Contract so that DISTRICT can assess its success at meeting its DVBE participation goal.

52. UNCOVERING AND CORRECTION OF WORK:

52.1 ***Uncovering Work For Required Inspections.*** If a portion of the Work is covered contrary to the Inspector's request, the Architect's request, or to requirements specifically expressed in the Contract, it must, if required in writing by the Inspector or the Architect, be uncovered for the Inspector's or the Architect's observation and be replaced at CONTRACTOR'S expense without change in the Contract Sum or Time.

52.2 ***Costs For Inspections Not Required.*** If a portion of the Work has been covered which the Inspector or the Architect has not specifically request to observe prior to its being covered, the Inspector or the Architect may request to see such Work, and it shall be uncovered by CONTRACTOR. If such Work is in accordance with the Contract, costs of uncover and replacement shall, by appropriate Change Order, be charged to DISTRICT. If such Work is not in accordance with the Contract, CONTRACTOR shall pay such costs unless DISTRICT or a separate CONTRACTOR caused the condition, in which even DISTRICT shall be responsible for payment of such costs to CONTRACTOR.

53. CORRECTION OF WORK:

53.1 ***Correction of Rejected Work.*** CONTRACTOR shall promptly correct the Work rejected by the Inspector, Architect or DISTRICT for failing to conform to the requirements of the Contract, whether observed before or after Completion and whether or not fabricated, installed, or completed. CONTRACTOR shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

53.2 ***One-Year Warranty Correction.*** If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract, any of the Work is found to be not in accordance with the requirements of the Contract, CONTRACTOR shall correct it promptly after receipt of written notice from DISTRICT to do so unless DISTRICT has previously given CONTRACTOR a specific and clearly identifiable written acceptance of that particular condition. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. DISTRICT shall give such notice promptly after discovery of the condition.

53.3 ***Removal of Nonconforming Work.*** CONTRACTOR shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract and are not corrected by CONTRACTOR or accepted by DISTRICT.

53.4 ***DISTRICT'S Rights If CONTRACTOR Fails to Correct.*** If CONTRACTOR fails to correct nonconforming Work within a reasonable time, DISTRICT may correct it in accordance with Section 15. In addition, if CONTRACTOR does not proceed with correction of such nonconforming Work within the time fixed by written notice from the Inspector, Architect or DISTRICT, DISTRICT may remove it and store the salvageable materials or equipment at CONTRACTOR'S expense. If CONTRACTOR does not pay costs of such removal and storage within ten (10) days after written notice, DISTRICT may, upon ten (10) additional days written notice, sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by

CONTRACTOR, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which CONTRACTOR should have borne, CONTRACTOR shall be invoiced for the deficiency. If payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to DISTRICT.

53.5 ***Cost of Correcting the Work.*** CONTRACTOR shall bear the cost of correcting destroyed or damaged construction of DISTRICT of separate CONTRACTORS, whether completed or partially completed, caused by CONTRACTOR'S correction or removal of the nonconforming Work.

53.6 ***No Time Limitation.*** Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that CONTRACTOR might have under Contract. Establishment of the time period of one (1) year relates only to the specific obligation of CONTRACTOR to correct the Work and has, for example, no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, or to the time within which proceedings may be commenced to establish CONTRACTOR'S liability with respect to CONTRACTOR'S obligations other than specifically to correct the Work.

54. **ACCEPTANCE OF NONCONFORMING WORK:** If it is found at any time before or after completion of the Work that CONTRACTOR has varied from the Contract in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Architect shall make a recommendation: that all such improper work should be removed, remade, and replaced, that all work disturbed by these changes may be made good at CONTRACTOR'S expense, and that DISTRICT deduct from any amount due CONTRACTOR that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Architect shall determine such difference in value. DISTRICT, at its option, may pursue either course unless correction is required by law.

## 55. SAFETY PRECAUTIONS AND PROGRAMS:

55.1 ***CONTRACTOR Responsibility.*** CONTRACTOR shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each CONTRACTOR shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various subcontractors employed to ensure that all employees understand and comply with the programs.

55.2 ***Subcontractor Responsibility.*** Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by CONTRACTOR for the Project, which will cover all Work performed by CONTRACTOR and its subcontractors. Each subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various subcontractors employed to ensure that all employees understand and comply with the programs.

55.3 ***Cooperation.*** All Subcontractors and material or equipment suppliers shall cooperate fully with CONTRACTOR, DISTRICT, and all insurance carriers and loss prevention engineers.

55.4 ***Accident Reports.*** Subcontractors shall promptly report in writing to CONTRACTOR all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. CONTRACTOR

shall thereafter promptly report the facts in writing to DISTRICT and the Architect giving full details of the accident.

**55.5 *First-Aid Supplies at Site.*** CONTRACTOR will provide and maintain at the Site first-aid supplies for minor injuries.

**56. SAFETY OF PERSONS AND PROPERTY:**

56.1 ***CONTRACTOR.*** CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of CONTRACTOR or CONTRACTOR'S subcontractors or sub-subcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

56.2 ***CONTRACTOR Notices.*** CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

56.3 ***Safety Barriers and Safeguards.*** CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying DISTRICT and users of adjacent Sites and utilities.

56.4 ***Use or Storage of Hazardous Material.*** When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. CONTRACTOR shall notify DISTRICT any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with DISTRICT and local fire authorities.

**57. PROTECTION OF WORK AND PROPERTY:**

57.1 ***Protection From Elements.*** CONTRACTOR and subcontractors shall continuously protect the Work, DISTRICT'S property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract. CONTRACTOR and subcontractors shall make good any such damage, injury, or loss, and make full restitution in kind except such as may be solely due to, or caused by, agents or employees of DISTRICT.

57.2 ***Protect For Elements.*** CONTRACTOR will, at its sole expense, remove all mud, water, or other elements as may be required for the proper protection and prosecution of this Work. CONTRACTOR shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

57.3 ***Shoring and Structural Loading.*** CONTRACTOR shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not permanent part

thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the appropriate CONTRACTOR. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. CONTRACTOR shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. CONTRACTOR, at no cost to DISTRICT, shall promptly repair any damage that does occur.

57.4 ***Conformance Within Established Limits.*** CONTRACTOR and subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by DISTRICT or CONTRACTOR, and shall not unreasonably encumber the premises with construction equipment or materials.

57.5 ***Subcontractor Enforcement of Rules.*** Subcontractors shall enforce DISTRICT'S and CONTRACTOR'S instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

57.6 ***Site Access.*** CONTRACTOR and the Subcontractor shall use only those ingress and egress routes designated by DISTRICT, observe the boundaries of the Site designated by DISTRICT, park only in those areas designated by DISTRICT, which areas may be on or off the Site, and comply with any parking control program established by DISTRICT such as furnishing license plate information and placing identifying stickers on vehicles.

57.7 ***Protection of Materials.*** CONTRACTOR and the subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and promptly send to CONTRACTOR evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the subcontractor of financial responsibility for any shortage).

## 58. EMERGENCIES:

58.1 ***Emergency Action.*** In an emergency affecting the safety of persons or property, CONTRACTOR shall take any action necessary, at CONTRACTOR'S discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by CONTRACTOR on account of any emergency shall be determined as provided in Article 7.

58.2 ***Duty to Inspect, Warn, Rectify.*** CONTRACTOR agrees that DISTRICT makes no representations or warranties as to the condition of the facilities which CONTRACTOR is entitled to use, and CONTRACTOR agrees to take such property and facilities as is. CONTRACTOR acknowledges that it shall be CONTRACTOR'S responsibilities and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and that CONTRACTOR acknowledges that it shall be obligated to inspect such property and facilities before it is used and to take affirmative steps where necessary to warn, or rectify hazards in order to prevent injury to person or property.

58.3 ***Accident Reports.*** CONTRACTOR shall promptly report in writing to DISTRICT all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to DISTRICT.

59. **HAZARDOUS MATERIALS:**

59.1 ***Discovery of Hazardous Materials.*** In the event CONTRACTOR encounters on the Site material reasonably to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by §25249.5 of the California Health and Safety Code, which has not been rendered harmless, CONTRACTOR shall immediately stop Work in the area affected and report the condition to DISTRICT and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except by written agreement of DISTRICT and CONTRACTOR, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazard material, or when it has been rendered harmless by written agreement of DISTRICT and CONTRACTOR.

59.2 ***Hazardous Material Work Limitations.*** CONTRACTOR shall not be required to perform without consent any Work relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material.

60. **CONTRACTOR'S LIABILITY INSURANCE:** Before the commencement of the Work, CONTRACTOR shall, at his expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR shall also require all of his subcontractors to procure and maintain the same insurance for the duration of the Contract. Coverage shall at least as broad as the latest version of the following:

- A. ***General Liability.*** Commercial General Liability insurance to include products and completed operations, contractual, independent contractors, broad form property damage, fire, legal, and personal injury liability on an occurrence basis.
- B. ***Automobile Liability.*** Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired on an occurrence basis.
- C. ***Workers' Compensation and Employers' Liability.*** Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

60.1 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

- A. ***General Liability.*** **If CONTRACTOR's Contract is expected to have a value ("Total Bid Price") of less than or equal to \$500,000:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. **If CONTRACTOR's Contract ("Total Bid Price") is expected to be more than \$500,000:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage, as well as an excess Umbrella Liability policy in the amount of \$4,000,000 covering the above named perils. In either case, if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
- B. ***Automobile Liability.*** \$1,000,000 per accident for bodily injury and property damage.
- C. ***Workers' Compensation and Employers' Liability.*** Workers' compensation limits as required by the Labor Code of the State of California. Employers' Liability limits of \$1,000,000 per accident for bodily injury or disease.

60.2 ***Insurance Endorsements.*** The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms supplied by DISTRICT to add the

following provisions to the insurance policies:

- A. **General Liability.** (1) DISTRICT, Architect, Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the Work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such Work; and (2) the insurance coverage shall be primary insurance as respects to DISTRICT, Architect and Construction Manager, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of CONTRACTOR'S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, Architect, Construction Manager, their directors, officers, employees, agents and volunteers shall be in excess of CONTRACTOR'S insurance and shall not be called upon to contribute with it.
- B. **Automobile Liability.** (1) DISTRICT, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as an additional insured's with respect to DISTRICTSHIP, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by CONTRACTOR or for which CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects to DISTRICT, Architect and Construction Manager, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of CONTRACTOR'S scheduled underlying coverage. Any insurance or self –insurance maintained by DISTRICT, Architect and Construction Manager, their directors, officers, employees, agents and volunteers shall be in excess of CONTRACTOR'S insurance and shall not be called upon to contribute with it.
- C. **Workers' Compensation and Employers' Liability.** The insurer shall agree to waive all rights of subrogation against DISTRICT, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by CONTRACTOR.
- D. **All Coverage.** Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, returned receipt requested, has been given to DISTRICT.

60.3 **Separation of Insured's; No Special Limitation.** All insurance required by this Article shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, Architect, Construction Manager, Inspectors, and its directors, officers, employees, agents and volunteers.

60.4 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. CONTRACTOR shall guarantee that, at the option of DISTRICT, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to DISTRICT, its directors, officers, employees, agents and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

60.5 **Acceptability of Insurers.** All insurance, with the exception of the Payment Bond, is to be placed with an admitted Surety Insurer, licensed to do business in California and with a current A.M. Best's rating of no less than A-VIII, or satisfactory to DISTRICT. Surety Insurers supplying the Payment Bond must be an admitted Surety Insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California, or satisfactory to DISTRICT.

60.6 **Verification of Coverage.** CONTRACTOR shall provide to DISTRICT, certificates of insurance and endorsements effecting coverage required by this Contract. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT. All certificates and endorsements must be received and approved by DISTRICT, within five (5) calendar days of the

date of the Letter of Award. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

60.7 ***Subcontractor Insurance Requirements.*** All subcontractors shall meet the requirements of this Article before commencing work. In addition, CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

60.8 ***DISTRICT'S Insurance.*** DISTRICT shall be responsible for purchasing and maintaining DISTRICT'S usual liability insurance. Coverage provided under DISTRICT'S policy need not include losses due to earthquake, flood, pollution and other perils commonly excluded from a Builders'/All Risk Policy.

60.9 ***Compliance.*** In the event of the failure of CONTRACTOR to furnish and maintain any insurance required by this section, CONTRACTOR shall be in default under the Contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve CONTRACTOR from liability assumed under any provision of the Contract, including, without limitation, the obligation to defend and indemnify DISTRICT, Construction Manager and the Architect.

60.10 ***Waiver of Subrogation.*** DISTRICT, the Architect, the Construction Manager and CONTRACTOR each waive (to the extent permitted by law) any right to recover against the other for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by either DISTRICT, or any CONTRACTOR.

The provisions of this Section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. DISTRICT and CONTRACTOR shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

61. **GOVERNING LAW:** The Contract shall be governed by the law of the place where the Project is located.

62. **SUCCESSORS AND ASSIGNS:** DISTRICT and CONTRACTOR respectively bind themselves their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

63. **WRITTEN NOTICE:** In the absence of specific notice requirements in the Contract, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

**64. RIGHTS AND REMEDIES:**

64.1 ***Duties and Obligations Cumulative.*** Duties and obligations imposed by the Contract and rights and remedies available there under shall be in addition to and not limitation of duties,

obligations, rights, and remedies otherwise imposed or available by law.

64.2 **No Waiver.** No action or failure to act by the Inspector, DISTRICT, the Architect, the Construction Manager or CONTRACTOR shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

65. TESTS AND INSPECTIONS:

65.1 **Compliance.** Tests, inspections, and approvals of portions of the Work required by the Contract will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

65.2 **Independent Testing Laboratory.** DISTRICT will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or DISTRICT'S representative and not by CONTRACTOR. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site shall be paid for by DISTRICT, invoiced by DISTRICT to CONTRACTOR, and deducted from the next Progress Payment.

65.3 **Advance Notice to Inspector.** CONTRACTOR shall notify the Inspector a minimum of 48 hours in advance of its readiness for required observation or inspection so that the Inspector may arrange for the same. CONTRACTOR shall notify the Inspector thirty (30) days in advance of the manufacture of material to be supplied under the Contract that must, by terms of the Contract, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

65.4 **Testing Off-Site.** Any material shipped by CONTRACTOR from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

65.5 **Additional Testing or Inspection.** If the Inspector, the Architect, DISTRICT, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under paragraph 13.5.1, the Inspector will, upon written authorization from DISTRICT, make arrangements for such additional testing, inspection, or approval. DISTRICT shall bear such costs except as provided in paragraph 13.5.6.

65.6 **Costs For Resting.** If such procedures for testing, inspection, or approval under paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract, CONTRACTOR shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by DISTRICT, invoiced to CONTRACTOR, and deducted from the next Progress Payment.

65.7 **Costs for Premature Test.** In the event CONTRACTOR requests any test or inspection for the Project and is not completely ready for the inspection, CONTRACTOR shall be invoiced by DISTRICT for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice shall be deducted from the next Progress Payment.

65.8 **Tests or Inspections Not to Delay Work.** Tests or inspections conducted pursuant to the Contract shall be made promptly to avoid unreasonable delay in the Work.

**66. TRENCH EXCAVATION:**

66.1 ***Trenches Greater than Five Feet.*** Pursuant to the Labor Code §6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall, in advance of excavation, submit to DISTRICT or a registered civil or structural engineer employed by DISTRICT a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches

66.2 ***Excavation Safety.*** If such a plan varies from the Showing System Standard established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but 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 commencing until said plan has been accepted by DISTRICT or by the person to whom authority to accept has been delegated by DISTRICT.

66.3 ***No Tort Liability of DISTRICT.*** Pursuant to Labor Code §6705, nothing in this Section shall impose tort liability upon DISTRICT or any of its employees.

66.4 ***No Excavation Without Permits.*** CONTRACTOR shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed at the Site prior to the commencement of any excavation.

66.5 ***Hazardous Materials and Differing Conditions.*** As required by Public Contract Code Section 7104, if this Project involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, CONTRACTOR shall promptly, and prior to disturbance of any conditions, notify DISTRICT of: (1) any material discovered in excavation that CONTRACTOR believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by DISTRICT; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, DISTRICT shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, CONTRACTOR shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

**67. PREVAILING WAGE RATES, TRAVEL, AND SUBSISTENCE:**

67.1 ***Prevailing Wage Rates.*** Pursuant to Labor Code Section §1771, projects exceeding \$1,000.00, prevailing wage rates will apply. The Department of Industrial Relations (DIR), State of California, has determined the general prevailing rates of per diem wages applicable to this work, including holiday and overtime work and employer payments for health and welfare, pension, vacation and similar purposes. Any class of laborers and mechanics (including apprentices) not listed therein, which will be employed on this contract, shall be classified or reclassified, conformable to the wage rates listed on the DIR website. While the wage rates referred to are the minimum rates required to be paid during the life of the contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of CONTRACTORS to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed at [www.dir.ca.gov/OPRL/PWD/index.htm](http://www.dir.ca.gov/OPRL/PWD/index.htm).

Pursuant to Labor Code Section §1771.1(a) A CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the

Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered CONTRACTOR to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20102.5 of the Public Contract Code, provided CONTRACTOR is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

67.2 ***Holiday and Overtime Pay.*** Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1 ½) 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.

67.3 ***Prevailing Wage Rates Not Affected By Subcontracts.*** 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 DIR, regardless of any contractual relationship that may be alleged to exist between CONTRACTOR or any subcontractor and such workers.

67.4 ***Change in Prevailing Wage During Bid or Construction.*** If during the period this bid is required to remain open, the DIR 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.

67.5 ***Forfeiture And Payments.*** Pursuant to Labor Code §1775, CONTRACTOR shall as a penalty to DISTRICT, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor under CONTRACTOR.

The amount of the penalty shall be determined by the Labor commission and shall be based on consideration of CONTRACTOR'S mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage, the previous record of CONTRACTOR in meeting his or her prevailing rate of *per diem* wage obligations, or 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 CONTRACTOR had knowledge of it or the 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 CONTRACTOR.

67.6 ***Minimum Wage Rates.*** 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 the 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.

67.7 ***Per Diem Wage.*** Pursuant to Labor Code §1773.1, *per diem* wages are deemed to include employer payments for health and welfare, pension, and vacation.

67.8 ***Posting of Wage Rates.*** CONTRACTOR shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

67.9 ***Davis-Bacon Act and Related Acts.*** The Act requires that all CONTRACTORS and subcontractors performing on federal contracts (and CONTRACTORS or subcontractors

performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

67.10 ***Record of Wages Paid: Inspection.*** Pursuant to §1776 of the Labor Code, CONTRACTOR shall keep accurate payroll records of its employees and shall certify these records upon request. In addition, CONTRACTOR shall make them available as provided in Section 1776, and shall comply in all respects with Section 1776. The responsibility for compliance with this Article rest upon CONTRACTOR.

**68. APPRENTICES:**

68.1 ***Apprentice Wages and Definitions.*** All apprentices employed by CONTRACTOR to perform services under the Contract 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. Only apprentices, as defined in §3070 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

68.2 ***Apprentice Labor Pool.*** When CONTRACTOR to whom the Contract is award by DISTRICT, or any subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, CONTRACTOR and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject CONTRACTOR or subcontractor, shall arrange for the dispatch of apprentices to CONTRACTOR or subcontractor in order to comply with this section. Every CONTRACTOR and subcontractor shall submit the contract award information to the applicable joint apprenticeship committee that shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trades in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. CONTRACTORS or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

68.3 ***Journeyman/Apprentice Ratio; Computation of Hours.*** Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. CONTRACTOR shall employ apprentices for the number of hours computed as

above before the end of the Contract. However, CONTRACTOR shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

68.4 ***J journeyman/Apprentice Ratio.*** CONTRACTOR or subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by CONTRACTOR that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting CONTRACTOR from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general CONTRACTORS or to contracts of specialty CONTRACTORS not bidding for work through a general or prime CONTRACTOR, when the contracts of general CONTRACTORS or those specialty CONTRACTORS involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) Working Days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

68.5 ***Apprenticeable Craft or Trade.*** "Apprenticeable Craft or trade" as used in this section means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a CONTRACTOR from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%)
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a donation which would jeopardize his or her life for the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

68.6 ***Ratio Exemption.*** When exemptions are granted to an organization that represents CONTRACTORS in a specific trade from the 1-to-5 ratios on a local or statewide basis, the member CONTRACTORS will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

68.7 ***Apprentice Fund.*** A CONTRACTOR to whom the Contract is awarded or any subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Project, to which fund or funds other CONTRACTORS in the area of the site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same

basis and in the same manner as the other CONTRACTORS do, but where the trust fund administrators are unable to accept the funds, CONTRACTORS not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. CONTRACTOR or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code §227.

68.8 ***Prime CONTRACTOR Compliance.*** The responsibility of compliance of the Labor Code for all apprenticeable occupations is with the Prime CONTRACTOR.

68.9 ***Decision of Joint Apprenticeship Committee.*** All decisions of the joint apprenticeship committee under this paragraph 13.10 and Labor Code §1777.5 are subject to Labor Code §§ 3081.

68.10 ***No Bias.*** It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code §3077.

68.11 ***Violation of Labor Code.*** Labor Code Section 1777.7 shall govern any violation of this Section or of Labor Code Section 1777.5. The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

69. **ASSIGNMENT OF ANTITRUST CLAIMS:** Pursuant to Government Code §4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or subcontractor offers and agrees to 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. §15) or under the Cartwright Act (Chapter 2 [commencing with §16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase 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 CONTRACTOR, without further acknowledgment by the parties. If DISTRICT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with §4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from DISTRICT any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by DISTRICT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

69.1 ***Assignment of Claim.*** Upon demand in writing by the assignor, DISTRICT shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and DISTRICT has not been injured thereby or DISTRICT declines to file a court action for the cause of action.

## **70. TERMINATION OF THE CONTRACT BY CONTRACTOR FOR CAUSE:**

70.1 ***Grounds For Termination.*** CONTRACTOR may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of CONTRACTOR, a subcontractor, a sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom CONTRACTOR is contractually responsible, for only the following reasons:

- A. Issuance of an order of court or other public authority having jurisdiction;
- B. An act of government, such as a declaration of national emergency, making material unavailable;

- C. If repeated suspensions, delays, or interruptions by DISTRICT constitute in the aggregate more than 100 percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less; or
- D. DISTRICT has failed to furnish to CONTRACTOR promptly, upon CONTRACTOR'S request, reasonable evidence of financing or funding of the project.

70.2 ***Notice of Termination.*** If one of the above reasons exists, CONTRACTOR may, upon written notice of seven (7) additional days to DISTRICT, terminate the Contract and recover from DISTRICT payment for Work satisfactorily completed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

70.3 ***Notice of Termination – DISTRICT Fault.*** If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of CONTRACTOR, subcontractor, sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom CONTRACTOR is contractually responsible because DISTRICT has persistently failed to fulfill DISTRICT'S obligations under the Contract with respect to matters important to the progress of the Work, CONTRACTOR may, upon written notice of seven (7) additional days to DISTRICT, terminate the Contract and recover from DISTRICT as provided in paragraph 70.2.

71. TERMINATION OF THE CONTRACT BY DISTRICT FOR CAUSE:

71.1 ***Grounds For Termination.*** If CONTRACTOR should be in violation of the Contract, then DISTRICT, upon certification that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving CONTRACTOR notice of termination the employment of CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method DISTRICT may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation to DISTRICT for its additional services, such excess shall be paid to CONTRACTOR. If such expense shall exceed such unpaid balance, CONTRACTOR shall pay the difference to DISTRICT. DISTRICT may terminate the Contract if CONTRACTOR:

- A. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials in order to maintain the Project Schedule or to fully and adequately complete the Project within the Contract Time;
- B. Fails to make payment to subcontractors for materials or labor in accordance with Public Contract Code §10262;
- C. Persistently disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction;
- D. Otherwise is in substantial breach of one or more provisions of the Contract;
- E. Is adjudged bankrupt;
- F. Makes a general assignment for the benefit of its creditors; or
- G. Has a receiver appointed on account of its insolvency.

71.2 ***Notification of Termination.*** When any of the above reasons exist, DISTRICT may, without prejudice to any other rights or remedies of DISTRICT and after giving CONTRACTOR and CONTRACTOR'S surety, if any, written notice of seven (7) days, terminate the Contract and, subject to any prior rights of the surety:

- A. Take possession of the Site and all material, equipment, tools, and construction equipment and machinery thereon owned by CONTRACTOR;

- B. Accept assignment subcontracts pursuant to paragraph 62;
- C. Complete the Work by whatever reasonable method DISTRICT may deem expedient.

71.3 ***Payments Withheld.*** If DISTRICT terminates the Contract for one of the reasons stated in paragraph 71.1, CONTRACTOR shall not be entitled to receive further payment until the Work is complete.

71.4 ***Payments Upon Completion.*** If the unpaid balance of the Contract Sum, including contract retentions, exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to CONTRACTOR. If such costs exceed the unpaid balance, CONTRACTOR shall pay the difference to DISTRICT. The amount to be paid to CONTRACTOR, or DISTRICT, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

72. **TERMINATION OR SUSPENSION BY DISTRICT FOR CONVENIENCE:**

72.1 ***Suspension By DISTRICT.*** DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as DISTRICT may determine.

72.2 ***Adjustments.*** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

- A. that performance is, was or would have been so suspended, delayed, or interrupted by another cause for which CONTRACTOR is responsible; or
- B. that an equitable adjustment is made or denied under another provision of this Contract.

72.3 ***Adjustments For Fixed Cost.*** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

73. **TERMINATION DUE TO DISCOVERY OF UNKNOWN OR CHANGED CONDITIONS:** DISTRICT reserves the right to terminate this Contract should DISTRICT determine not to proceed because of the discovery of any condition described in Section 34.4 or Section 58. CONTRACTOR shall receive payment for all Work performed to the date of termination in accordance with the provisions of Section 46.

74. **MUTUAL TERMINATION FOR CONVENIENCE:** CONTRACTOR and DISTRICT may mutually agree to terminate this Contract for convenience. CONTRACTOR shall receive payment for all Work performed to the date of termination in accordance with the provisions of Section 46.

**Document Number 10**  
**PERFORMANCE BOND**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

WHEREAS the **PALO VERDE UNIFIED SCHOOL DISTRICT** (also herein "Obligee") has awarded to \_\_\_\_\_ (hereinafter "CONTRACTOR"), a CONTRACTOR for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for **PVUSD Painting Bid**.

WHEREAS, the Work to be performed by CONTRACTOR is more particularly set forth in that certain contract for the said Public Work dated **Date of NIB**, (hereinafter the "Public Work Contract"); and

WHEREAS, CONTRACTOR is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof,

NOW, THEREFORE, we \_\_\_\_\_, the undersigned CONTRACTOR, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound until Palo Verde Unified School District in the sum of \_\_\_\_\_ dollars, \$ \_\_\_\_\_, said sum not being less than 100% of the total amount payable by said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in the said Public Work Contract, then his obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event legal action is required to enforce the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements, and other damages.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 3110, 3111, 3112, and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Public Work Contract or to the Work to be performed there under, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the Work or to Specifications.

IN WITNESS WHEREOF, we have hereto set our hands and seals on this \_\_\_\_ day on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal/CONTRACTOR

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charged, \$ \_\_\_\_\_.

(The above must be filled by corporate surety.)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires \_\_\_\_\_.

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

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

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

**Document Number 11**  
**PAYMENT (MATERIAL & LABOR) BOND**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

WHEREAS the **Palo Verde Unified School District** (also herein "Obligee") has awarded to \_\_\_\_\_ (hereinafter "CONTRACTOR"), a CONTRACTOR for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for **PVUSD Painting Bid**.

WHEREAS, the Work to be performed by CONTRACTOR is more particularly set forth in that certain contract for the said Public Work dated **Date of NIB**, (hereinafter the "Public Work Contract"); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Public Work Contract providing that if said CONTRACTOR or any of his or its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we \_\_\_\_\_, the undersigned CONTRACTOR, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound until Palo Verde Unified School District in the sum of \_\_\_\_\_ dollars, \$ \_\_\_\_\_, said some not being less than 100% of the total amount payable by said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in the said Public Work Contract, then his obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event legal action is required to enforce the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements, and other damages.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 3110, 3111, 3112, and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Public Work Contract or to the Work to be performed there under, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the Work or to Specifications.

IN WITNESS WHEREOF, we have hereto set our hands and seals on this \_\_\_\_ day on \_\_\_\_\_, 20\_\_\_\_.

Principal/CONTRACTOR

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charged, \$ \_\_\_\_\_.

(The above must be filled by corporate surety.)

STATE OF CALIFORNIA ) ) ss.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires \_\_\_\_\_.

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

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

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

**Document Number 12****CERTIFICATE OF CONTRACTOR AND QUALIFICATIONS****TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

The undersigned CONTRACTOR certifies that he or she is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. CONTRACTOR further certified that he or she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

CONTRACTOR represents that he or she is competent, knowledgeable and has special skills with respect to the nature, extent and inherent conditions of the work to be performed. CONTRACTOR further acknowledges that there are certain peculiar unsafe and inherent conditions existent to the construction of the work which may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.

CONTRACTOR expressly acknowledges that he or she is aware of such peculiar risks and that he or she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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Name of CONTRACTOR

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CONTRACTOR'S License Classification and Number

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CONTRACTOR'S License Expiration Date

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Signature of CONTRACTOR

**Document Number 13**  
**CONTRACTORS CERTIFICATION REGARDING WORKERS' COMPENSATION**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

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, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.
- (c) For [all 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 Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work for this contract.

---

Proper Name of CONTRACTOR

By \_\_\_\_\_

---

(Signature of CONTRACTOR)

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

**Document Number 14**  
**GUARANTEE**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

We, the undersigned, do hereby guarantee that the labor and material which we will furnish and install will be done in accordance with the drawings, specifications, and manufacturer's recommended way of installing all products and that the work as installed will fulfill the requirements of the guarantee.

We agree to repair or replace any of all of our work that may prove defective in its workmanship or material within a period of one (1) year (unless otherwise noted in the project specifications) from the date of acceptance of the mentioned work, except for ordinary wear and tear, and unusual abuse or neglect.

In the event of our failure to respond within ten (10) days and complete the above mentioned repairs within a reasonable period of time, we authorize DISTRICT to have such defect repaired and made good at our expense, and we will honor and pay the costs therefore upon demand.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

By \_\_\_\_\_

\_\_\_\_\_  
Signature of CONTRACTOR

Date \_\_\_\_\_

**Document Number 15**  
**DRUG-FREE WORKPLACE CERTIFICATION**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

This Drug-Free Workplace Certificate form is required from all successful CONTRACTORS pursuant to the requirements mandated by 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 or grant for the procurement of any property or service from any State must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provided that each contract or grant awarded by a State agency may be subject to suspension of payment or termination of the contract or grant, and CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in 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 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 or grant is given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of 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 term of that statement.

I also understand that if 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 termination, suspension of payments, 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.

CONTRACTOR: Signature \_\_\_\_\_ Date \_\_\_\_\_

## Document Number 16

**REQUIRED INSURANCE AND CERTIFICATION/ENDORSEMENTS****GENERAL LIABILITY ENDORSEMENT****TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

PALO VERDE UNIFIED District  
187 N. 7th St.  
Blythe Ca 92225

ATTENTION: \_\_\_\_\_  
\_\_\_\_\_

Contract Reference: \_\_\_\_\_  
\_\_\_\_\_

**POLICY INFORMATION**

Insurance Company \_\_\_\_\_ ("the Company")

Policy Number \_\_\_\_\_  
\_\_\_\_\_

Policy Term: From \_\_\_\_\_ To \_\_\_\_\_  
\_\_\_\_\_

Effective Date of this Endorsement \_\_\_\_\_

Name Insured \_\_\_\_\_  
\_\_\_\_\_

Limit of Liability Any One Occurrence/Aggregate \_\_\_\_\_

Deductible or Self-Insure Retention (Nil unless otherwise specified) \_\_\_\_\_

**POLICY AMENDMENTS**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, is agreed as follows:

- A. Insured: DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers are included as additional insureds with respect to the Work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such Work.
- B. Contribution Not Required: The insurance afforded by this policy shall be primary insurance as respects to DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers, or shall stand in an unbroken chain of coverage excess of the name insured's schedule underlying primary coverage. In either event, any other insurance maintained by DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers shall be in excess of this insurance and shall not contribute to it in any way.
- C. Minimum Scope of Coverage and Limits: Commercial General Insurance to include premise, products/completed operations, contractual, independent CONTRACTORS, broad form property damage, and personal injury. Minimum combined single limit per occurrence for bodily injury, personal injury, and property damage of \$1,000,000 or CONTRACTOR'S current limits, whichever is greater.
- D. Waiver of Subrogation: CONTRACTOR agrees to waive all rights of subrogation against DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers for losses paid under the terms of this policy that arise from use, occupancy, or work performed by the Named Insured.

E. Cancellation Notice: The insurance afforded by this policy/self-insured program shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested to have been given to DISTRICT. Such notice shall be addressed as shown in the heading of this endorsement.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, \_\_\_\_\_ (print/type name),  
warrant that I have authority to bind the above listed insurance company and by my signature hereon.

\_\_\_\_\_  
Signature of Authorized Representative  
(Original Signature Required on Endorsement Furnished to DISTRICT)

ORGANIZATION\_\_\_\_\_

TITLE\_\_\_\_\_

ADDRESS\_\_\_\_\_

TELEPHONE\_\_\_\_\_

**AUTOMOBILE LIABILITY ENDORSEMENT**  
**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

PALO VERDE UNIFIED District  
187 N. 7th St.  
Blythe Ca. 92225

ATTENTION: \_\_\_\_\_  
\_\_\_\_\_

Contract Reference: \_\_\_\_\_  
\_\_\_\_\_

**POLICY INFORMATION**

Insurance Company \_\_\_\_\_ ("the Company")

Policy Number \_\_\_\_\_  
\_\_\_\_\_

Policy Term: From \_\_\_\_\_ To \_\_\_\_\_  
\_\_\_\_\_

Effective Date of this Endorsement \_\_\_\_\_

Name Insured \_\_\_\_\_  
\_\_\_\_\_

Limit of Liability Any One Occurrence/Aggregate \_\_\_\_\_

Deductible or Self-Insure Retention (Nil unless otherwise specified) \_\_\_\_\_

**POLICY AMENDMENTS**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, is agreed as follows:

- A. Insured: DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers are included as additional insureds with respect to the Work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such Work.
- B. Contribution Not Required: The insurance afforded by this policy shall be primary insurance as respects to DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers, or shall stand in an unbroken chain of coverage excess of the name insured's schedule underlying primary coverage. In either event, any other insurance maintained by DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers shall be in excess of this insurance and shall not contribute to it in any way.
- C. Minimum Scope of Coverage and Limits: Commercial General Insurance to include premise, products/completed operations, contractual, independent CONTRACTORS, broad form property damage, and personal injury. Minimum combined single limit per occurrence for bodily injury, personal injury, and property damage of \$1,000,000 or CONTRACTOR'S current limits, whichever is greater.
- D. Waiver of Subrogation: CONTRACTOR agrees to waive all rights of subrogation against DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers for losses paid under the terms of this policy that arise from use, occupancy, or work performed by the Named Insured.
- E. Cancellation Notice: The insurance afforded by this policy/self-insured program shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return

receipt requested to have been given to DISTRICT. Such notice shall be addressed as shown in the heading of this endorsement.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, \_\_\_\_\_ (print/type name),  
warrant that I have authority to bind the above listed insurance company and by my signature hereon.

\_\_\_\_\_  
Signature of Authorized Representative  
(Original Signature Required on Endorsement Furnished to DISTRICT)

ORGANIZATION\_\_\_\_\_

TITLE\_\_\_\_\_

ADDRESS\_\_\_\_\_

TELEPHONE\_\_\_\_\_

**WORKERS' COMPENSATION/EMPLOYER'S LIABILITY ENDORSEMENT****TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

PALO VERDE UNIFIED SCHOOL DISTRICT  
187 N. 7th St.  
Blythe Ca. 92225

ATTENTION: \_\_\_\_\_  
\_\_\_\_\_

Contract Reference: \_\_\_\_\_  
\_\_\_\_\_

**POLICY INFORMATION**

Insurance Company \_\_\_\_\_ ("the Company")

Policy Number \_\_\_\_\_  
\_\_\_\_\_

Policy Term: From \_\_\_\_\_ To \_\_\_\_\_  
\_\_\_\_\_

Effective Date of this Endorsement \_\_\_\_\_

Name Insured \_\_\_\_\_  
\_\_\_\_\_

Employers Liability Limit (Coverage B) \_\_\_\_\_  
\_\_\_\_\_

**POLICY AMENDMENTS**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, is agreed as follows:

- A. Minimum Scope of Coverage and Limits: Commercial General Insurance to include premise, products/completed operations, contractual, independent CONTRACTORS, broad form property damage, and personal injury. Minimum combined single limit per occurrence for bodily injury, personal injury, and property damage of \$1,000,000 or CONTRACTOR'S current limits, whichever is greater.
- B. Cancellation Notice: The insurance afforded by this policy/self-insured program shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested to have been given to DISTRICT. Such notice shall be addressed as shown in the heading of this endorsement.
- C. Waiver of Subrogation: CONTRACTOR agrees to waive all rights of subrogation against DISTRICT, Architect, Inspectors, Construction Manager, and their directors, officers, employees, agents and volunteers for losses paid under the terms of this policy that arise from use, occupancy, or work performed by the Named Insured.

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above listed insurance company and by my signature hereon.

---

Signature of Authorized Representative  
(Original Signature Required on Endorsement Furnished to DISTRICT)

ORGANIZATION\_\_\_\_\_

TITLE\_\_\_\_\_

ADDRESS\_\_\_\_\_

TELEPHONE\_\_\_\_\_

**Document Number 17**  
**RECYCLED CONTENT CERTIFICATION**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

The undersigned declares that he or she is the person who executed the bid for the \_\_\_\_\_, (hereinafter referred to as the "Project"), and submitted to the **Palo Verde Unified School District** (hereinafter referred to as the "DISTRICT") on behalf of \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

Pursuant to Public Contract Code Section 10308.5, all CONTRACTORS are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplied offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12200 et al. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12200 et al. CONTRACTOR may certify that the product contains zero recycled content. For purposes of this Certification, the definitions found in Public Contract Code Sections 12200 et al shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

\_\_\_\_\_ % Post Consumer Material      \_\_\_\_\_ % Secondary Material

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name of CONTRACTOR (Print or Type)

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

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

\_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of California  
My Commission Expires: \_\_\_\_\_

**Document Number 18**  
**ASBESTOS-FREE MATERIALS CERTIFICATION**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

The undersigned declares that he or she is the person who executed the bid for the **PVUSD Painting Bid**, (hereinafter referred to as the “Project”), and submitted it to the **Palo Verde Unified School District** (hereinafter referred to as the “DISTRICT”) on behalf of \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR”).

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

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

at \_\_\_\_\_

---

Name of CONTRACTOR (Print or Type)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Subscribed and sworn before me on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Notary Public in and for the State of California  
My Commission Expires: \_\_\_\_\_

**Document Number 19**  
**LEAD FREE PAINT REQUIREMENTS**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

In recent years, lead-based paint and other materials have come to the forefront of the regulatory process. Regulatory agencies such as the California Occupational safety and Health Administration (Cal OSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) have all regulated, in some manner, lead-containing paint and lead products.

Because CONTRACTOR and its employees will be providing services for the Palo Verde Unified School District ("DISTRICT"), and because CONTRACTOR'S work may disturb lead containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead containing materials located within certain buildings utilized by DISTRICT. Lead was used extensively in paint because it rendered the paint more durable. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Although the regulatory process is not yet complete, there are several regulations currently in place that effect school DISTRICTS. The CDE mandates that school DISTRICT'S utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors and abatement workers. The California Education Code also prohibits the use of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility.

**FURTHERMORE, SINCE IT IS ASSUMED BY DISTRICT THAT ALL PAINTED SURFACES (INTERIOR AS WELL AS EXTERIOR) WITHIN DISTRICT CONTAIN SOME LEVEL OF LEAD, IT IS IMPERATIVE THAT CONTRACTOR, ITS WORKERS AND SUBCONTRACTORS FULLY AND ADEQUATELY COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING LEAD-BASED MATERIALS (INCLUDING TITLE 8, CALIFORNIA CODE OF REGULATIONS, SECTION 1532.1).**

If failure to comply with these laws, rules and regulations results in a site or worker contamination, CONTRACTOR will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless DISTRICT, pursuant to the indemnification provisions of the Contract Documents, for all damages and other claims arising there from. If lead disturbance is anticipated in your scope of work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this work. Please note that, unless otherwise specifically required in the contract documents, DISTRICT will require full lead abatement by licensed abatement CONTRACTORS only if required by Cal-OSHA or any other state or federal agency with jurisdiction to impose such requirement.

It shall be the responsibility of CONTRACTOR to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of CONTRACTOR to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. this company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within DISTRICT.

DISTRICT shall require CONTRACTOR to provide any sample results prior to beginning work, during the work, and after the completion of each job. Along with these records, DISTRICT will request to examine, prior to the commencement of work, the lead training records of each employee of CONTRACTOR.

Any and all work that may result in the disturbance of lead containing building materials must be coordinated through DISTRICT'S Maintenance & Operations Department. A signed copy of this correspondence must be on file prior to beginning work, along with all current insurance certificates.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD BASED MATERIALS ON DISTRICT'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND CONTRACTOR. DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

---

CONTRACTOR'S Name

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

Telephone Number \_\_\_\_\_ License Number \_\_\_\_\_

Typed or Printed Name of Signatory \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

REM of Company (If Applicable) \_\_\_\_\_

Subscribed and sworn before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(Seal)

Notary Public in and for the State of California

My Commission Expires: \_\_\_\_\_

**Document Number 20**  
**FINGERPRINTING AND SITE SECURITY REQUIREMENTS**

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

Education Code section 45125.1 and 45125.2 requires DISTRICT to certify that employees of CONTRACTORS who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute.

Compliance with the following conditions, or with the fingerprinting requirements, is a condition of this contract, and DISTRICT reserves the right to terminate the contract at any time for noncompliance.

Conditions to Protect Student Safety under Education Code Section 45125.2 and to follow DISTRICT policies to ensure that staff and the worksite are safe and secure:

1. CONTRACTOR will install and maintain chain link fencing, or other fencing approved by DISTRICT, around the perimeter of the worksite to prevent CONTRACTOR employees from having contact with students and to prevent students and/or site staff from entering the worksite.
2. CONTRACTOR will place at each entrance to the worksite a sign with the following wording:

**NOTICE - RESTRICTED WORKSITE**

**"Students and site staff are prohibited from entering. All persons working on this site (including suppliers) are prohibited from having contact with students. All visitors needing to enter the worksite must first report to the site office and must be accompanied by site personnel at all times."**

3. CONTRACTOR shall provide toilet facilities at the worksite for use by all CONTRACTORS and shall not permit students or site staff to enter those toilet facilities. CONTRACTOR shall not be permitted access to site toilet facilities.
4. CONTRACTOR shall provide to DISTRICT a list of names of all CONTRACTOR employees and shall maintain a daily log of all CONTRACTOR employees who come onto the worksite.
5. CONTRACTOR shall have one of its employees present at the worksite to monitor compliance with these conditions at any time any CONTRACTOR employee is present unless specifically relieved of this responsibility by a designated representative of DISTRICT.
6. CONTRACTOR shall be responsible to enforce these conditions and shall report any violation known to CONTRACTOR to DISTRICT.

CONTRACTOR:

---

(Print Name)

---

(Signature)

---

(Date)

**Document Number 21****CHECKLIST OF LABOR LAW REQUIREMENTS**

(Pursuant to Title 8, Section 16430 of the California Code of Regulations)

**TO BE EXECUTED AND SUBMITTED BY SUCCESSFUL CONTRACTOR**

COMPANY \_\_\_\_\_

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates:** CONTRACTOR to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract.  
  
CONTRACTOR is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes are to be posted at the job site for all workers to view.
2. **Apprentices:** It is the duty of CONTRACTOR and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5;
3. **Penalties:** There are penalties required for CONTRACTOR'S/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813;
4. **Certified Payroll Reports:** Under Labor Code Section 1776, CONTRACTORS and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and DISTRICT performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each DISTRICT, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of CONTRACTOR/subcontractor, or shall be furnished to an employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776; Each CONTRACTOR and subcontractor shall submit its weekly certified payroll reports to DISTRICT on a monthly basis. In the event that there has been no work performed during a given week, the Certified Payroll Report shall be annotated: "No work" for that week. Under Labor Code Section 1776(g) there are penalties required for CONTRACTOR'S/subcontractor's failure to maintain and submit copies of certified payroll records on request.
5. **Nondiscrimination in Employment:** There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964;
6. **Kickbacks Prohibited:** CONTRACTORS and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778;
7. **Acceptance of Fees Prohibited:** There exists a prohibition against CONTRACTOR/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.
8. **Listing of Subcontractors:** All prime CONTRACTORS are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California CONTRACTOR License Law found at Business and Professions Code Section 7000 et seq.;
9. **Proper Licensing:** CONTRACTORS are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021

and under the California CONTRACTOR License found at Business and Professions Code Section 7000 et seq.

10. **Unfair Competition Prohibited:** CONTRACTORS/Subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208;
11. **Workers' Compensation Insurance:** Labor Code Section 1861 requires that CONTRACTORS and subcontractors be insured properly for Workers' Compensation.
12. **OSHA:** CONTRACTORS and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.
13. **Undocumented Workers:** Federal law prohibits CONTRACTORS and subcontractors from hiring undocumented workers and requires CONTRACTORS and subcontractors to secure proof of eligibility/citizenship from all workers.
14. **Itemized Wage Statements:** CONTRACTORS and subcontractors are required to provide itemized wage statements to employees under Labor Code Section 226.

In accordance with federal and state laws and with DISTRICT'S contract documents, the undersigned prime CONTRACTOR wishes to assure the Awarding Body that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

CONTRACTOR:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**EXHIBIT B**  
**DAVIS-BACON PAYROLL INFORMATION & INSTRUCTIONS**

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

The Department of Labor regulations define construction and renovation very broadly to include all types of work on a particular building or work at a building site. Included within the meaning of the phrase "construction, prosecution, completion or repair" is altering, remodeling, and installation at the work site of items fabricated off the site; painting and decorating; and manufacturing or furnishing and transportation between the actual construction location and a facility that is dedicated to such construction and deemed a part of the work. The "site of the work" does not include the permanent home offices of the contractor or subcontractor. "Laborers and mechanics," according to the Department of Labor regulations, "includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial ... the term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Laborers and mechanics include apprentices, trainees, and helpers. Categories of workers considered not to be laborers or mechanics when, in the course of their duties, they perform no manual or physical work on the construction project are architects and engineers, timekeepers, and inspectors. Nonexempt working forepersons who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the exemption criteria of 29 CFR 541, are laborers and mechanics for the time so spent. The working foreperson is due the rate listed in the contract wage determination for the classification of work performed. Owners of a subcontractor firm who are themselves performing the work of laborers and mechanics are entitled to the applicable prevailing wage rate for the classification of work performed. If the subcontract price covers the applicable prevailing wage rate for the number of hours worked as a laborer or mechanic on the job, the Dept. of Labor considers the owner/subcontractor to have been paid in compliance.

### **Basic Provisions/Requirements**

The Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

Apprentices and trainees may be employed at less than predetermined rates. Apprentices must be employed pursuant to an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees must be employed pursuant to a training program certified by the Department.

Contractors and subcontractors on prime contracts in excess of \$100,000 are also required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek.

Contractors and subcontractors subject to the Davis-Bacon Act must furnish each week a statement on the wages paid each of its employees engaged in work covered by the Act during the preceding weekly payroll period.

### **Certified Payroll**

Under the Davis-Bacon and Related Acts (DBRA), covered contractors must maintain payrolls and basic records and submit certified weekly payrolls on the attached Payroll Form WH-347.

This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

**This statement must be delivered or mailed within seven days of the payroll period to the Owner or his representative.**

### **Employee Rights**

The Davis-Bacon and Related Acts provide laborers and mechanics on covered federally financed or assisted construction contracts the right to receive at least the locally prevailing wage rate and fringe benefits, as determined by the Department of Labor, for the type of work performed. The Wage and Hour Division of the Department's Employment Standards Administration and respective federal contracting agencies accept complaints of alleged Davis-Bacon violations.

### **Compliance Assistance Available**

The Wage and Hour Division of the Employment Standards Administration administers and enforces the Davis-Bacon Act. More detailed information, including copies of explanatory brochures and regulatory and interpretative materials, may be obtained by contacting the Wage and Hour Division's local office. Compliance assistance information may also be obtained on the Wage and Hour Division's Web site or by contacting the Wage and Hour Division help line at 1-866-4USWAGE.

### **Penalties/Sanctions**

Contractors or subcontractors found to have disregarded their obligations to employees, or to have committed aggravated or willful violations while performing work on Davis-Bacon covered projects, may be subject to contract termination and debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Contractors and subcontractors may appeal decisions by ALJ's with the Department's Administrative Review Board. Final Board determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of certified payroll records or the required kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

### **Labor Compliance Program Administration**

For all projects in excess of \$60,000, DISTRICT'S third party labor compliance contractor will administrate all aspects of DISTRICT'S labor compliance program (LCP).

**Wage and Hour Division (WHD)**  
**Instructions for Completing Payroll Form, WH-347**

- o [WH-347](#) (PDF)  
 OMB Control No. 1235-0008, Expires 02/28/2018.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check the appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the work week ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

**Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**EXHIBIT C**  
**PAYROLL FORM**



## U.S. Wage and Hour Division

Rev. Dec. 2008

U.S. Department of Labor

## Wage and Hour Division

## PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008 Expires: 02/28/2018								
PAYROLL NO. <span style="border: 1px solid red; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>		FOR WEEK ENDING <span style="border: 1px solid red; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>		PROJECT AND LOCATION <span style="border: 1px solid red; display: inline-block; width: 200px; height: 20px; vertical-align: middle;"></span>		PROJECT OR CONTRACT NO. <span style="border: 1px solid red; display: inline-block; width: 200px; height: 20px; vertical-align: middle;"></span>						
(1)	(2)	(3)	(4) DAY AND DATE		(5)	(6)	(8) DEDUCTIONS			(9)		
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDINGS WITH EXEMPTIONS	WORK CLASSIFICATION	ON CREDIT	OFF CREDIT	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

**Painting Project Scope at Various Sites**  
**Palo Verde High School (base bid), Twin Palms High School (alt #1), Ruth Brown**  
**Elementary School (alt #2)**

**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

**1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS**

1.02.1 General Items for all Sites as part of this Contract.

The Work of this Contract consists of the following **general items** at **all** of the school sites scheduled to receive paint, unless noted otherwise in this specification section or the contract documents:

- A. Contractor shall paint the exterior of all buildings, covered walkways and walkway columns, and lunch shelters. Colors to match existing buildings, including all base and accent colors.
- B. Contractor shall paint all exterior conduits, doors and frames, exposed steel members, piping, metal flashing, and coping, gutters and downspouts, at the exterior of the building to match exterior building component.
- C. Contractor shall paint the exterior and interior sides of the doors.
- D. Contractor shall paint the exterior side and the interior side of the door frames.
- E. Contractor shall etch and prep all existing conduits or sheet metal flashings, copings, wall caps, etc. that has not received paint prior to this project. Contractor shall be liable for proper preparation of said materials to receive new paint.
- F. Contractor shall paint all existing wrought iron fencing and gates, unless otherwise noted in this specification section. add alt # 3,4 and 5.
- G. Contractor must protect in place all existing door hardware and panic devices, or lockset devices.
- H. Do not paint prefabricated stand-alone shade shelters.
- I. Handrails – paint the handrails to match color specified.
- J. Do not paint the roofs or sheet metal roofing panels, unless noted otherwise in this specification section or in the contract documents.
- K. Patch all holes and/or damaged areas where existing plaster/stucco is missing on walls, ceilings, etc. and prep and paint to match existing finish and wall/ceiling color using **Shermin Williams ConSeal Elastomeric Patching Compound**

- L. Contractor shall protect in place all existing painted murals, mascots, logos, etc. on the buildings, unless noted otherwise.
- M. All Contractors will do their own due diligence to take appropriate square footages and measurements for the buildings.
- N. No Formal Drawings will be provided as part of this project.
- O. All work and contractor activity will take place within the Limits of Work. Contractor does not have authority to access any areas around the school except for ingress and egress of designated work area.
- P. Site Specifications and paint colors:

<b>Site</b>	<b>Description</b>	<b>Specifications</b>
Base Bid Palo Verde High School		
	Main Stucco/ Wood siding	Softer Tan #6141
	Doors, Jambs, Window Trim (Semi Gloss)	Hunt Club #6468
	Underneath metal covered walkway	Softer Tan #6141
	Ramp's & Handrails (semi-gloss)	Hunt Club #6468
Modular Rooms @ south east corner of student parking lot	Main Stucco/ Wood siding	Main Softer Tan #6141 Trim Extra White #7006
Add Alt #3	Wrought Iron Fencing Perimeter	Tricorn Black #6258
	Wrought iron Fencing around pool area	Hunt Club #6468
Add Alt # 1 Twin Palms School	Main Stucco/ Wood siding	Softer Tan #6141
	Downspouts, Gutters (Semi-gloss)	Softer Tan #6141
	Doors, Jambs, Window Trim (Semi gloss)	Bolero #7600
	Metal Roof Accent (semi-gloss)	Bolero #7600
	Ramp's & Handrails	Tricorn Black #6258
Add Alt # 4	Wrought Iron Fencing Perimeter	Tricorn Black #6258

Add Alt #2 Ruth Brown Elementary School	Main Stucco/Wood siding	Softer Tan #6141
	Downspouts, Gu tters (semi gloss)	Softer Tan #6141
	Door, Jambs, Window Trim (Semi-gloss)	Luxurious Red #6314
	Ramp & Handrails (semi-gloss)	Luxurious Red #6314
Add Alt # 5	Wrought Iron Fencing Perimeter	Tricon Black #6258

- Q. Contractor shall apply 2 coats of paint to all buildings, components, and items, as specified in Section 09 9000 Painting & Coatings.
- R. Back rolling with elastomeric paint is required, when sprayed on paint is not even or to fill in small cracks, holes, and crevices.
- S. Each coat of paint applied by the contractor must be signed off by District representative prior to applying the next coat of paint. Contractor must provide a notification to the District representative and the representative must sign the notification, prior to applying each coat of paint. Contractor must provide a copy of each signed notification to the District within 48 hours of the date said notification was signed.

#### 1.02.2 Site Specific Scope of Work Clarifications for All Sites as part of this Contract.

The Work of this Contract consists of the following site specific items at all of the school sites scheduled to receive paint, unless noted otherwise in this specification section or the contract documents:

##### **Palo Verde High School ( Base Bid )**

- A. Do not paint over existing murals, paintings or art work on walls. Cut around paintings and start new paint at a minimum of 6" away from the edges or the painting or mural. Coordinate with the District to identify an acceptable distance and mockup prior to finalizing the distance from any existing painted mural or art work. Contractor must protect in place all existing murals, paintings or art work.
- B. Fire alarm devices - paint to match original product color without violating any code or law. If a conflict occurs, contractor should bring this to the attention of the District prior to painting.
- C. Do not paint fire sprinkler heads or escutcheons.
- D. All exterior metal encased speakers and other types of boxes or covers are to be painted to match the wall color said item is attached to. Any black uncovered speakers are to be covered in place to protect from overspray
- E. Remove all signs screwed and attached to walls. Contractor shall paint and properly re-install signs.

- F. Remove all bird spikes against buildings that are to be painted. Contractor is responsible for pigeon spike replacement/re-install.
- G. Contractor to paint all portable classrooms, portable classroom ramps & handrails
- H. Contractor to paint all handrails on campus.
- I. At the lunch shelter area, paint all items at the ceiling including steel, piping, and attachments previously painted green.
- J. Protect in place all lunch tables in the lunch shelter area or remove them and place them back after painting is complete.
- K. Contractor shall protect in place all security cameras and mounting devices.
- L. Paint all previously painted stairs surfaces/steps
- M. Cracks must be filled prior to painting. Treatment of cracks is required to obtain the water-resistant protection of the building and to help prevent further cracking and deterioration. Methods of treatment depend on the size of the crack. Use manufacturer's recommended elastomeric patching compound.
  - a. Fill minor cracks, holes, or other imperfections with patching plaster or spackle, and smooth off to match adjoining surfaces.
  - b. Precautions should be taken when patching cracks in old plaster that has been repainted. The texture of the patch should match the adjacent surface to prevent a darker or lighter color from appearing in the finish coat. If the wall is textured, roughen the surface to approximate the previously painted appearance. Feather all edges of the patch to blend in with the surrounding surfaces. Be sure the patched area is thoroughly dry. Spot patch area should be spot-coated over the primer with the same paint as finish coat. This will enable the patch to give better "hold-out" and provide a uniform appearance to the topcoat.
- O. Walkway ceiling overhangs are expected to be painted as well.

### **Twin Palms School**

- A. Do not paint over existing murals, paintings or art work on walls. Cut around paintings and start new paint at a minimum of 6" away from the edges or the painting or mural. Coordinate with the District to identify an acceptable distance and mockup prior to finalizing the distance from any existing painted mural or art work. Contractor must protect in place all existing murals, paintings or art work.
- B. Fire alarm devices- paint to match original product color without violating any code or law. If a conflict occurs, contractor should bring this to the attention of the District prior to painting.
- C. Do not paint fire sprinklers or escutcheons.
- D. All exterior speakers and other types of boxes or covers are to be painted to match the wall color said item is attached to.
- E. Remove all signs screwed and attached to walls. Contractor shall paint and properly re-install signs.

- F. Remove all bird spikes against buildings that are to be painted. Contractor is responsible for pigeon spike replacement/re-install.
- G. At the lunch shelter area, paint all previously painted metal at the ceiling.
- H. Protect in place all lunch tables in the lunch shelter area or remove them and place them back after painting is complete.
- I. Contractor shall protect in place all security cameras and mounting devices.
- J. Cracks must be filled prior to painting. Treatment of cracks is required to obtain the water-resistant protection of the building and to help prevent further cracking and deterioration. Methods of treatment depend on the size of the crack. Use manufacturer's recommended elastomeric patching compound.
  - a. Fill minor cracks, holes, or other imperfections with patching plaster or spackle, and smooth off to match adjoining surfaces.
  - b. Precautions should be taken when patching cracks in old plaster that has been repainted. The texture of the patch should match the adjacent surface to prevent a darker or lighter color from appearing in the finish coat. If the wall is textured, roughen the surface to approximate the previously painted appearance. Feather all edges of the patch to blend in with the surrounding surfaces. Be sure the patched area is thoroughly dry. Spot patch area should be spot-coated over the primer with the same paint as finish coat. This will enable the patch to give better "hold-out" and provide a uniform appearance to the topcoat.
- K. Contractor shall protect in place all building identification signage mounted to the wall or building.
- L. Paint all back pack holders and hooks mounted on the walls of the exterior classroom buildings. Paint shall match the color of the wall where said items are fastened.
- M. Paint all identified rain roof scuppers and pipes
- N. Contractor shall protect in place all building identification signage mounted to the wall or building with the exception of the front office lettering and address which shall be prepped and painted black

### **Ruth Brown Elementary**

- A. Do not paint over existing murals, paintings or art work on walls. Cut around paintings and start new paint at a minimum of 6" away from the edges or the painting or mural. Coordinate with the District to identify an acceptable distance and mockup prior to finalizing the distance from any existing painted mural or art work. Contractor must protect in place all existing murals, paintings or art work.
- B. Fire alarm devices - paint to match original product color without violating any code or law. If a conflict occurs, contractor should bring this to the attention of the District prior to painting.
- C. Do not paint fire sprinkler heads or escutcheons.
- D. All exterior metal encased speakers and other types of boxes or covers are to be painted to match the wall color said item is attached to. Any cameras shall be covered to protect from overspray
- E. Remove all signs screwed and attached to walls. Contractor shall paint and properly re-install signs.

- F. Remove all bird spikes against buildings that are to be painted. Contractor is responsible for pigeon spike replacement/re-install.
- G. Contractor to paint all portable classrooms, portable classroom ramps & handrails
- H. Contractor to paint all handrails on campus.
- I. Contractor shall protect in place all security cameras and mounting devices.
- J. Paint all previously painted ramps surfaces/steps
- K. Cracks must be filled prior to painting. Treatment of cracks is required to obtain the water-resistant protection of the building and to help prevent further cracking and deterioration. Methods of treatment depend on the size of the crack. Use manufacturer's recommended elastomeric patching compound.
  - c. Fill minor cracks, holes, or other imperfections with patching plaster or spackle, and smooth off to match adjoining surfaces.
  - d. Precautions should be taken when patching cracks in old plaster that has been repainted. The texture of the patch should match the adjacent surface to prevent a darker or lighter color from appearing in the finish coat. If the wall is textured, roughen the surface to approximate the previously painted appearance. Feather all edges of the patch to blend in with the surrounding surfaces. Be sure the patched area is thoroughly dry. Spot patch area should be spot-coated over the primer with the same paint as finish coat. This will enable the patch to give better "hold-out" and provide a uniform appearance to the topcoat.
- L. Contractor shall protect in place all building identification signage mounted to the wall or building with the exception of the front office lettering which shall be prepped and painted black.
- N. Paint all identified metal roof awnings, flashings, and roof caps using appropriate industry approved material and practices, even if they appear to be factory finish
- O. Paint factory finish window sills.
- P. Walkway ceiling overhangs are expected to be painted as well.

### **1.03 CODES, REGULATIONS, AND STANDARDS**

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

### **1.04 EXAMINATION OF EXISTING CONDITIONS**

- A. Contractor shall have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.

- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

### **1.05 CONTRACTOR'S USE OF PREMISES**

- A. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- B. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- C. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- D. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- E. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

### **FINAL CLEANING**

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances,
- C. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.