SANTA CLARA UNIFIED SCHOOL DISTRICT

FLOOR COVERING REPLACEMENT PROJECT
HUGHES AND MONTAGUE ELEMENTARY SCHOOLS

Hughes Elementary School
4949 Calle De Escuela
Santa Clara, CA 95054

Montague Elementary School
750 Laurie Avenue
Santa Clara, CA 95054

PROJECT MANUAL
March 5, 2020

District Project Bid No. 1095
# TABLE OF CONTENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

Introductory Information

<table>
<thead>
<tr>
<th>Code</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 01 01</td>
<td>Project Title Page</td>
</tr>
<tr>
<td>00 01 10</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>00 01 15</td>
<td>List of Drawing Sheets</td>
</tr>
</tbody>
</table>

Procurement Requirements

<table>
<thead>
<tr>
<th>Code</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 11 13</td>
<td>Notice to Contractors</td>
</tr>
<tr>
<td>00 21 13</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>00 31 13</td>
<td>Master Project Schedule</td>
</tr>
<tr>
<td>00 41 00</td>
<td>Bid Proposal</td>
</tr>
<tr>
<td>00 43 13</td>
<td>Bid Bond</td>
</tr>
<tr>
<td>00 43 36</td>
<td>Subcontractors List</td>
</tr>
<tr>
<td>00 45 10</td>
<td>D R Registration Verification</td>
</tr>
<tr>
<td>00 45 13</td>
<td>Bidder’s Qualifications Statement</td>
</tr>
<tr>
<td>00 45 19</td>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td>00 45 46.05</td>
<td>Hazardous Materials Certification</td>
</tr>
<tr>
<td>00 45 46.06</td>
<td>Lead Based Materials Certification</td>
</tr>
</tbody>
</table>

Contracting Requirements

<table>
<thead>
<tr>
<th>Code</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 51 00</td>
<td>Notice of Award</td>
</tr>
<tr>
<td>00 52 16</td>
<td>Agreement</td>
</tr>
<tr>
<td>00 55 00</td>
<td>Notice to Proceed</td>
</tr>
<tr>
<td>00 61 13.13</td>
<td>Performance Bond</td>
</tr>
<tr>
<td>00 61 13.16</td>
<td>Labor and Material Payment Bond</td>
</tr>
<tr>
<td>00 62 16</td>
<td>Workers Compensation Insurance Certificate</td>
</tr>
<tr>
<td>00 62 17</td>
<td>Drug Free Workplace Certificate</td>
</tr>
<tr>
<td>00 62 18</td>
<td>Fingerprint Certificate</td>
</tr>
<tr>
<td>00 62 40</td>
<td>Certified Payroll Records Submittal to Labor Commissioner Verification</td>
</tr>
<tr>
<td>00 65 36</td>
<td>Guarantee</td>
</tr>
<tr>
<td>00 72 00</td>
<td>General Conditions</td>
</tr>
<tr>
<td>00 73 00</td>
<td>Supplementary Conditions</td>
</tr>
<tr>
<td>00 73 56</td>
<td>Hazardous Materials Procedures</td>
</tr>
<tr>
<td>00 91 13</td>
<td>Addenda [as issued]</td>
</tr>
</tbody>
</table>
# Table of Contents

**DIVISION 01**  
GENERAL REQUIREMENTS
- 01 11 00 Summary of Work
- 01 25 00 Substitution Procedures
- 01 26 00 Contract Modification Procedures
- 01 29 00 Payment Procedures
- 01 33 00 Submittal Procedures
- 01 42 13 Abbreviations and Acronyms
- 01 43 00 Materials and Equipment
- 01 50 00 Temporary Facilities and Controls
- 01 50 13 Construction Waste Management and Disposal
- 01 66 00 Product Delivery Storage and Handling
- 01 77 00 Contract Closeout and Final Cleaning
- 01 78 36 Warranties

DIVISIONS 02 to 08 (Not Used)

**DIVISION 09**  – FINISHES
- 09 65 13 Resilient Base and Accessories
- 09 65 16 Resilient Sheet Flooring
- 09 65 19 Resilient Tile Flooring
- 09 68 13 Tile Carpeting

DIVISIONS 10 to 33 (Not Used)

[End of Table of Contents]
NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Santa Clara Unified School District (“District”), acting by and through its Board of Education, will receive up to, but not later than Wednesday, March 25, 2020 at 2:00 pm sealed Bid Proposals for Contracts for Bids to construct the Work generally described as:

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

The District has adopted the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”); bidding for the Work is pursuant to the formal bidding procedures of CUPCCAA at Public Contract Code §22037.

1. The Work. The Project is generally described as classroom carpet tile and resilient floor covering replacement at two elementary schools. Bid Proposals are requested for the following Bid Package:

   09.01 Flooring (B or C15)

2. Submittal of Bid Proposals. Bid Proposals must be submitted to the District at the Santa Clara Unified School District Facility Development and Planning Office, 3350 Brookdale Drive, Portable P1, Santa Clara, CA on forms furnished by the District at or prior to the latest time for submission of Bid Proposals set forth above.

3. Bid and Contract Documents. The Bid and Contract Documents will be available on Thursday, March 10, 2020 for electronic download. Contact the District’s Project Manager, Melissa Kersh, at mkersh@scusd.net for download links.

4. Documents Accompanying Bid Proposal. Bid Proposals must be accompanied by: (i) Bid Security; (ii) Subcontractors List and (iii) Non-Collusion Affidavit. Incomplete, inaccurate or untrue responses or information provided by a Bidder in the Bid Proposal or any document accompanying the Bid Proposal shall be grounds for the District to reject such Bidder’s Bid Proposal as non-responsive.

5. Prevailing Wage Rates. The Contractor and all Subcontractors shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work. Copies of the prevailing wage rates in the locality where the Work is to be performed can be accessed at http://www.dir.ca.gov/OPRL/Pwd/. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations (“DIR”) will monitor compliance with prevailing wage rate requirements and enforce the Contractor’s prevailing wage rate obligations.

6. Contractors’ License Classification. The District requires that Bidders possess the classification(s) of California Contractors License designated for each Bid Package as set forth above. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment will be made until the Registrar of Contractors verifies to the District that the Bidder awarded a Bid Package Contract is properly and duly licensed to perform the Work.

7. Bidder and Subcontractors DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected as non-responsive. All Subcontractors identified in a Bidder’s Subcontractors’ List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal will not be rejected or deemed non-responsive for listing Subcontractor(s) on the Subcontractors List who is/are not DIR Registered Contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal lists any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not
become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2); but the Bidder, if awarded a Bid Package Contract, must request consent of the District to substitute a Subcontractor who is a DIR Registered Contractor for the listed Subcontractor who is not a DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

8. **Contract Time.** Substantial Completion of the Work shall be achieved according to the schedule included in the Project Manual and according to the terms of the General and Supplementary Conditions.

9. **Bid Security.** Bid Proposals shall be accompanied by Bid Security in an amount not less than ten percent (10%) of the price proposed in the Bid Proposal. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

10. **Payment Bond, Performance Bond.** Prior to commencement of the Work, the Bidder awarded a Bid Package Contract must deliver to the District a Payment Bond and a Performance Bond issued by a California Admitted Surety in the form and content included in the Contract Documents in a penal sum equal to 100% of the Contract Price. Bid Proposals must include the premium cost of Payment and Performance Bonds.

11. **Return of Executed Agreement.** If the Bidder submitting a Bid Proposal is awarded the Contract for the Bid Package, the Bidder must execute and deliver to the District the Agreement in the form included with the Contract Documents within 10 calendar days after notification of award of the Contract. The successful Bidders shall return one copy of the executed Agreement and one copy of the Performance Bond and Labor & Materials Payment Bond. Failure to do so is deemed the Bidder’s rejection of the award of the Contract and the District’s award of the Contract is deemed rescinded.

12. **Substitute Security.** In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor’s performance under the Contract (“Retention”) will be permitted at the request and expense of the Contractor if requested by the Contractor prior to or concurrently with the Contractor’s submittal of its first Application for Progress Payment. If the Contractor requests substitution of securities for the Retention, the form and content of the Escrow Agreement shall be as set forth in the Contract Documents.

13. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of 45 days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

14. **Pre-Bid Conference/Job-Walk.** The District will conduct a Mandatory job-walk at both school sites on Tuesday, March 17, 2020 at 2:00 pm. Bidders are to meet at Hughes Elementary School, 4949 Calle De Escuela, Santa Clara, CA. The job-walk will be conducted by the District’s Director of Maintenance, Operations, and Grounds, James Bakos, jbakos@scusd.net. Attendance at the job-walk is mandatory. Failure of a bidder to attend the job-walk at both sites will render the Bid Proposal Non-responsive.

15. **Award of Contract.** Bid Package Contracts, if awarded, will be by action of the District’s Board of Education to the responsible Bidder submitting the lowest priced responsive Bid Proposal for a Bid Package. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

Eric Dill, Chief Business Official  
Publish: March 5 and 13, 2020.
INSTRUCTIONS TO BIDDERS


16.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where required in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions to Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected.

16.2. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work and the Bid Package (by Bid Package Number and Bid Package Description) for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals at the location designated in the Call for Bids.

16.3. Date and Time of Bid Proposal Submittal. The official U.S. time-clock at: http://www.time.gov is controlling and determinative as to the time of the Bidder’s submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are nonresponsive and will be returned to the Bidder unopened.

17. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier’s check made payable to the District or (iii) a Bid Bond, in the form and content included with the Contract Documents (the “Bid Security”) in an amount not less than the amount set forth in the Call for Bids. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Surety must be an Admitted Surety Insurer under Code of Civil Procedure §995.120 and the Bid Bond must specifically identify the Bid Package Number and Bid Package Description; failure to do so may render the Bid Proposal non-responsive.

18. Bidder Modifications; Withdrawal or Modification of Submitted Bid Proposal.

18.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder’s Bid Proposal being deemed non-responsive and rejected.

18.2. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the initials or surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.

18.3. Withdrawal or Modification of Submitted Bid Proposal. A Bidder may not withdraw or modify a Bid Proposal submitted to the District except in strict conformity to the following. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal submits...
a written request for withdrawal or modification to the District; and (ii) the written withdrawal or modification request is actually received by the District prior to the latest date/time for submittal of Bid Proposals. Requests for withdrawal of a Bid Proposal after the public opening of Bid Proposals pursuant to Public Contract Code §5100 et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100 et seq.

19. Examination of Site and Contract Documents. Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with conditions affecting the Work. Bidders shall examine the Contract Documents, including information referenced as available to Bidders. The failure of a Bidder to examine the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder’s full compliance with the requirements of this section.

20. Agreement and Bonds. The Agreement which the successful Bidders, as Contractors, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished by the successful Bidders are included or described in the Contract Documents and shall be carefully examined by Bidders.

21. Pre-Bid Questions; Contract Document Interpretation and Modifications.

21.1. Bidder Pre-Bid Questions. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws (“Pre-Bid Questions”), shall submit a request for an clarification, interpretation or correction thereof. Bidders are solely responsible for submitting Pre-Bid Questions no later than the time/date designated in the Notice to Contractors. Responses to Pre-Bid Questions will be by written document. If the District determines that an answer to a Pre-Bid Question affects the Contract Documents or the Bid Proposal of other Bidders, an addendum will be issued by, or on behalf of, the District. A copy of any such addendum will be emailed to each Bidder requesting a set of the Contract Documents. The addendum will also be uploaded to the SCUSD Facility Development and Planning Department webpage. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

21.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.

21.3. District’s Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

21.4. Bidder’s Assumptions. The District is not responsible for any assumptions made or used by the Bidder in calculating its Bid Proposal Amount including, without limitation, assumptions regarding costs of labor, materials, equipment or substitutions/alternatives for any material, equipment, product, item or system incorporated into or forming a part of the Work which have not been previously expressly approved and accepted by the District. The successful Bidders, upon award of Bid Package Contracts are required to complete the Work of the Bid Package for the
amount bid in the Bid Proposal within the Contract Time and in accordance with the Contract Documents.

22. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The Non-Collusion Affidavit included in the Contract Documents must be completed, executed and submitted with each Bid Proposal; failure to do so will render the Bid Proposal non-responsive and rejected.

23. Award of Contract.

23.1. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

23.2. Wage Theft. The District will reject a Bid Proposal submitted by a Bidder who is subject to a final non-appealable wage theft adjudication defined as: (i) a final judgement against an employer arising from the employer’s nonpayment of wages for work performed which remains unsatisfied for a period of 20 days after the time to appeal therefrom has expired and no appeal therefrom is pending; (ii) a final arbitration award where the time to file a petition for a trial de novo or a petition to vacate or correct the arbitration award has expired and no petition is pending.

23.3. Award to Responsible Bidder Submitting Lowest Priced Bid Proposal. Award of the Contract, if made by the District through action of its Board of Education, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal inclusive of Allowances.

23.4. Responsive Bid Proposal. A responsive Bid Proposal is a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

23.5. Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder’s compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder’s record for completion of work within the contract time and the Bidder’s compliance with the scheduling and coordination requirements on other projects; (e) the Bidder’s demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as
may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.


24.1. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished. The failure to provide all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.

24.2. Work of Subcontractors. All Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders’ sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.

24.3. Subcontractor Bonds. Pursuant to Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder’s written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor’s bids under Public Contract Code §4108(b).

25. Workers’ Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidders shall secure Workers’ Compensation Insurance for their employees engaged in the Work. The successful Bidders shall sign and deliver to the District the Workers Compensation Insurance Certificate included with the Contract Documents prior to performing any of the Work under the Contract.

26. Bid Security Return. The Bid Security of the Bidders submitting the three (3) lowest priced Bid Proposals will be held by the District for 10 calendar days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.

27. Forfeiture of Bid Security. If a Bidder awarded a Bid Package Contract fails or refuses to execute the Agreement within the time noted in the Call for Bids, the District may declare the Bidder’s Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Bid Package Contract to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.
28. **Contractors’ License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed in the classification(s) designated by the District for the Bid Package. This requirement is not a mere formality and will not be waived by the District or its Board of Education. The required California Contractors’ License classification(s) for this Bid Package is set forth in Attachment A to the Call for Bids. Designated classification(s) are B-General or C15 Flooring and Floor Covering.

29. **Non-Discriminatory Employment Practices.** It is the policy of the District that there is no discrimination against any prospective or active employee because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with the District’s non-discriminatory employment practices policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. Bidders shall require like compliance by any Subcontractor employed by them on the Work of the Contract.

30. **Bidder’s Qualifications.** Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder’s Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder’s Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder’s Qualifications completed with all information required and bearing the signature of the Bidder’s duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Statement of Bidder’s Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.

31. **Pre-Bid Conference/Job-Walk.** The District will conduct a Pre-Bid Conference/Job-Walk at the time(s) and place(s) designated in the Call for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Pre-Bid Conference/Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Pre-Bid Conference/Job-Walk. If the District elects to conduct any Pre-Bid Conference/Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Pre-Bid Conference/Job-Walk(s), indicate whether Bidders’ attendance at such additional Pre-Bid Conference/Job-Walk(s) is mandatory. If attendance at the Pre-Bid Conference/Job-Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the Pre-Bid Conference/Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Pre-Bid Conference/Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Pre-Bid Conference/Job-Walk; provided, however that attendance by representatives of the Bidder’s Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder’s obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the Mandatory Pre-Bid Conference/Job-Walk set forth in the Call for Bids unless a Pre-Bid Conference/Job-Walk is requested by such Bidder and a Pre-Bid Conference/Job-Walk is conducted by the District in accordance with the following provisions. The District may, in its sole and exclusive discretion, conduct such requested Pre-Bid Conference/Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Pre-Bid Conference/Job-Walk will be conducted only upon the requesting Bidder’s agreement to reimburse...
the District for the actual and/or reasonable costs for the District’s staff and its agents and representatives in arranging for and conducting such additional Pre-Bid Conference/Job-Walk.

32. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. When the District issues the Notice of Intent to award the Contract pursuant to these Instructions to Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of “Trade Secret,” “Confidential,” “Proprietary,” or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. When Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

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

34. Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District’s Board of Education meeting at which award of Contract will be considered.

35. Bid Protest.

35.1. Submittal of Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District’s intent to award the Contract provided that all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District’s Chief Business Official (“CBO”) not more than 5 calendar days after the date of issuance of the District’s Notice of Intent to Award the Contract; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal
authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.

35.2. **District Review and Disposition of Bid Protest.** Provided that a bid protest is filed in strict conformity with the foregoing, the CBO or such individual(s) as may be designated by him/her (“Designee”) will review and evaluate the basis of the bid protest. The CBO or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest (“Bid Protest Response”). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Education of the District. The issuance of the Bid Protest Response by the CBO or the Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District’s intent to award the Contract, the District’s disposition of any bid protest or the District’s decision to reject all Bid Proposals. If any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. Each Bidder shall acknowledge in the Bid Proposal that the foregoing is a binding attorneys’ fee agreement pursuant to Civil Code §1717 and shall be enforceable against the Bidder and the District.

35.3. **Bid Response Schedule Summary**

The District anticipates that the following activities relating to the Bid will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify Bid activities and/or the time for completion of a Bid activity.

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 5, 2020</td>
<td>1st Advertisement</td>
<td></td>
</tr>
<tr>
<td>March 10, 2020</td>
<td>Bid documents and drawings available</td>
<td></td>
</tr>
<tr>
<td>March 13, 2020</td>
<td>2nd Advertisement</td>
<td></td>
</tr>
<tr>
<td>March 17, 2020</td>
<td>Mandatory Job Walks at both sites</td>
<td>2:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Bidders are to meet at Hughes Elementary School, 4949</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Calle De Escuela, Santa Clara, CA 95054.</td>
<td></td>
</tr>
<tr>
<td>March 19, 2020</td>
<td>Deadline for submittal of all questions and clarifications</td>
<td>2:00 p.m.</td>
</tr>
<tr>
<td>March 20, 2020</td>
<td>District to issue final response to questions and</td>
<td>5:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>clarifications</td>
<td></td>
</tr>
<tr>
<td>March 25, 2020</td>
<td>Deadline for submittal of Bids</td>
<td>2:00 p.m.</td>
</tr>
<tr>
<td>April 9, 2020</td>
<td>Board of Trustees to Award Project</td>
<td></td>
</tr>
</tbody>
</table>
MASTER PROJECT SCHEDULE

Hughes Elementary

All Buildings:

- Start Date: June 8, 2020
- Substantial Completion Date: August 4, 2020
- Final Completion Date: August 7, 2020

Montague Elementary

All Buildings, Except Classroom Building E:

- Start Date: June 8, 2020
- Substantial Completion Date: August 4, 2020
- Final Completion Date: August 7, 2020

Classroom Building E:

- Start Date: July 20, 2020
- Substantial Completion Date: August 4, 2020
- Final Completion Date: August 7, 2020
BID PROPOSAL

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

Bidder Company Name

Bidder Representative
Name and Title

Contact Information
E-Mail
Phone

Mailing Address
Address
City/State/Zip

Contractor License No.
DIR Registration No.

1. Bid Proposal:

1.1. Bid Price. The undersigned Bidder proposes and agrees to perform the Work of the above-described Bid Package including, without limitation, providing and furnishing all labor, materials, tools, equipment and services necessary to complete the Bid Package Work and perform all obligations of the Contractor under the Contract Documents for the sum of

$__________________________ Dollars

1.2. Breakout Prices for Accounting Purposes (see paragraph 4 below):

1.2.1. Hughes Elementary School $__________________________

1.2.2. Montague Elementary School $__________________________

2. Acknowledgment of Bid Addenda. The Bidder confirms that: (i) this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District; and (ii) the Bid Price incorporate pricing effects of Bid Addenda, if any.

(initial) __________ Addenda Numbers __ ________________________________
received, acknowledged and incorporated into this Bid Proposal.

3. **Documents Accompanying Bid Proposal.** The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Statement of Bidder’s Qualifications; (iii) Subcontractors List; and (iv) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions to Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

4. **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement within the time designated in the Call for Bids. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Certificates of Insurance evidencing all insurance coverages the Bidder is required to obtain under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers’ Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescinding award of the Contract and/or forfeiture of the Bidder’s Bid Security. Contract will be awarded as one project including both sites. Breakout out pricing is for accounting purposes only.

5. **Contractors’ License.** The Bidder certifies that: (i) it is possesses a valid and in good standing Contractors’ License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license will be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during the Work. Required California contractor licenses for the project are: B- General Building or C15- Flooring or Floor Covering. Resilient sheet flooring installer shall be certified as an Armstrong Commercial Flooring Certified installer and will need to provide a copy of the Armstrong Commercial Certification with bid.

6. **Agreement to Bidding Requirements and Attorney’s Fees.** The Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. The Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision is a binding attorneys’ fee agreement in accordance with and pursuant to Civil Code §1717 and enforceable against the Bidder and the District. This attorneys’ fee provision is solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or apply to the Contract.

7. **Acknowledgment and Confirmation.** The Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.
**Wage Theft.** The Bidder certifies that the bidding company is not subject to a final non-appealable wage theft adjudication defined as: (i) a final judgement against an employer arising from the employer’s nonpayment of wages for work performed which remains unsatisfied for a period of 20 days after the time to appeal therefrom has expired and no appeal therefrom is pending; (ii) a final arbitration award where the time to file a petition for a trial *de novo* or a petition to vacate or correct the arbitration award has expired and no petition is pending. The Bidder further acknowledge that notwithstanding any prior prequalification approval, a Bidder who is subject to a final non-appealable wage theft adjudication so defined does not meet the District’s minimum qualification as a Bidder, is not qualified to Bid and cannot submit a responsive Bid.

By: 

________________________________
(Signature of Bidder’s Authorized Officer or Representative)

________________________________
(Typed or Printed Name)

Title: 

________________________________
BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, 
___________________________________________ , as Surety and 
___________________________________________ , as Principal, 
are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto SANTA CLARA UNIFIED SCHOOL DISTRICT ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein. 

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the price proposed in the Bid Proposal submitted by the Principal to the Obligee for the Work.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and attorneys’ fees incurred by the Obligee in connection therewith, including without limitation, attorneys fees.

[Continued Next Page]
IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this __________ day of ______________________________, 2020
by their duly authorized agents or representatives.

___________________________________________________________
(Bidder/Principal Name)
By: ________________________________________________________
(Signature)
___________________________________________________________
(Typed or Printed Name)
Title: _______________________________________________________

(Attach Notary Public Acknowledgement of Principal’s Signature)

___________________________________________________________
(Surety Name)
By: ________________________________________________________
(Signature of Attorney-In-Fact for Surety)
___________________________________________________________
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact’s Signature.)

Contact name, address, telephone number and email address for notices to the Surety

___________________________________________________________
(Contact Name)
___________________________________________________________
(Street Address)
___________________________________________________________
(City, State & Zip Code)

(______) _____________  (______) _________
Telephone        Fax
___________________________________________________________
(Email address)
<table>
<thead>
<tr>
<th>(A) Licensed Name of Subcontractor</th>
<th>(B) Subcontractor Office, Mill or Shop Address</th>
<th>(C) Subcontractor Trade or Portion of Work</th>
<th>(D) Subcontractor Contractors’ License No.</th>
<th>(E) Subcontractor DIR Registration No.</th>
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(Duplicate for additional Subcontractors)
DIR REGISTRATION VERIFICATION

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

I am the __________________________________________ (Title/Position)
of __________________________________________ (“Bidder”)
submitting the accompanying Bid Proposal for the above-described Bid Package.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).

2. The Bidder’s DIR Registration Number is: ____________________________________________

3. The expiration date of the Bidder’s DIR Registration is June 30, 20__________

4. If the Bidder is awarded the Bid Package Contract and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract Time under the Bid Package Contract; or (ii) prior to the Bidder completing all obligations under the Bid Package Contract, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Bid Package Contract.

5. The Bidder, if awarded the Bid Package Contract will remain a DIR registered contractor for the entire duration of the Work under the Bid Package Contract.

6. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

7. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this _____ day of __________________, 2020 at ________________________________
(City and State)

By: __________________________________________ (Signature)

__________________________________________________________
(Typed or Printed Name)
BIDDER’S QUALIFICATIONS STATEMENT

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

1. Bidder Information. Company Name: _______________________________________

1.1. Contact Information.

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Physical Location (if different from mailing address)</th>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City, State, Zip</td>
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</table>

<table>
<thead>
<tr>
<th>Telephone/Fax</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(______)</td>
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</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>(______)</th>
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</table>

1.2. Bidder Contacts.

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Information</th>
<th>Telephone</th>
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</thead>
<tbody>
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<td></td>
<td>(______)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
</tr>
</thead>
</table>

1.3. California Contractors’ License.

<table>
<thead>
<tr>
<th>License Number(s)</th>
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</table>

<table>
<thead>
<tr>
<th>License Classification(s)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Responsible Managing Employee; Responsible Managing Officer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Expiration Date(s)</th>
</tr>
</thead>
</table>
2. Bidder Form of Entity.

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

3. References.

<table>
<thead>
<tr>
<th>K-12 School District Owner References</th>
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</thead>
<tbody>
<tr>
<td>District Name</td>
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<td>---------------</td>
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</table>

4. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

4.1. Bidder possesses a valid and currently in good standing California Contractors’ license for the Classification(s) of Contractors’ License required by the Call for Bids and Section 28 of the Instructions to Bidders.

__ Yes  __ No (Not Qualified)

4.2. Bidder is currently a DIR Registered Contractor?

__ Yes  __ No (Not Qualified)

4.3. Bidder is subject to a final non-appealable wage theft adjudication defined as: (i) a final judgement against an employer arising from the employer’s nonpayment of wages for work performed which remains unsatisfied for a period of 20 days after the time to appeal therefrom has expired and no appeal therefrom is pending; (ii) a final arbitration award where the time to file a petition for a trial de novo or a petition to vacate or correct the arbitration award has expired and no petition is pending.

__ Yes (Not Qualified) __ No

4.4. Bidder has a current commercial general liability insurance policy with coverage limits equal to or exceeding the minimum coverage limits required by the Contract Documents.

__ Yes  __ No (Not Qualified)
4.5. Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

__ Yes __ No (Not Qualified)

__ Bidder is exempt from this requirement, because it has no employees

4.6. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.

__ Yes (Not Qualified) __ No

4.7. A public agency, within the past five (5) years conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract.

__ Yes (Not Qualified) __ No

4.8. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder have been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty.

__ Yes (Not Qualified) __ No

4.9. During the past five (5) years a Surety has completed any project or the Bidder’s obligations under a construction contract.

__ Yes (Not Qualified) __ No

4.10. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.

__ Yes (Not Qualified) __ No

5. Questionnaire. If the response to any of the following questions is a “yes” complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

5.1. Have legal, arbitration or administrative proceedings been brought by a construction project owner against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project? If “yes” details must include: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

__ Yes __ No

5.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project? If “yes” details must include: (i) name of architect or design professional;
(ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

__ Yes __ No

5.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project? If “yes” details must include: (i) name of architect or design professional; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

__ Yes __ No

5.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project? If “yes” details must include: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

__ Yes __ No

5.5. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

_____ Yes _____ No

If “yes” on a separate attachment provide details and the name(s) of the surety(ies) which declined to issue a surety bond.

5.6. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

_____ Yes _____ No

If “yes,” on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

5.7. In the last five (5) years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

_____ Yes _____ No

5.8. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder’s failure to comply with California prevailing wage laws? This question refers only to the Bidder’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

_____ Yes _____ No
If “yes,” on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

5.9. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

____ Yes ____ No

If “yes,” on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

5.10. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?

____ Yes ____ No

If “yes,” provide the date(s) of such findings, and attach copies of the Apprenticeship Council’s final decision(s).

6. **Accuracy and Authority.** The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder’s Bid Proposal may be rejected by the District for non-responsiveness.

Executed this ____ day of __________________, 2020 at ____________________________

(City and State)

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

By: __________________________________________

(Signature)

__________________________________________

(Typed or Printed Name)

Title: _________________________________________

(Signature)
NON-COLLUSION AFFIDAVIT

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

STATE OF CALIFORNIA, COUNTY OF ______________________________

I, _____________________________________________________________,
(Typed or Printed Name)

being first duly sworn, deposes and says that I am

the ___________________________________________________________,
(Title)

of ___________________________________________________________,
(Bidder Name)

the party submitting the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of __________________, 2020 at ____________________________
(City and State)

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

By: _____________________________________________________________
(Signature)

_______________________________________________________________
(Typed or Printed Name)

_______________________________________________________________
(Address), (City, County and State)

_______________________________________________________________
(Area Code and Telephone Number)

Santa Clara Unified School District
Floor Covering Replacement Project
Hughes and Montague Elementary Schools 00 45 19 – 1 Non-Collusion Affidavit
HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: ___________________________ between Santa Clara Unified School District (“District”) and ________________________________ (“Contractor” or “Bidder”) (“Contract” or “Project”).

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor’s work on the Project for District.

2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor’s expense at no additional cost to the District.

6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: ________________________________

Proper Name of Contractor: ________________________________

Signature: ______________________________________________

Print Name: ______________________________________________

Title: ___________________________________________________

END OF DOCUMENT
LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: ____________________________ between the Santa Clara Unified School District (“District”) and ________________________________ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This certification provides notice to the Contractor that:

1. Contractor's work may disturb lead-containing building materials.
2. Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
3. Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disperses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child’s hands and toys and then into a child’s mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the 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 the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)
Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor’s employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor’s employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the 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).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.
3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by an EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor’s Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the 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 the 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 the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.
THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND
THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

END OF DOCUMENT
NOTICE OF AWARD

Dated: ___________________________ 20__

To: ____________________________ (Contractor)

To: ____________________________________________
(Address)

From: Governing Board (“Board”) of the Santa Clara Unified School District (“District” or “Owner”)

PROJECT: Floor Covering Replacement Project at Hughes and Montague Elementary Schools, Bid No. 1095 (“Project”).

Contractor has been awarded the referenced Contract on ________________, 20__, by action of the District’s Board.

The Contract Price is ________________________ Dollars ($__________), and includes alternates _____________________________.

Two (2) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Two (2) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within SEVEN (7) calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.

b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements as required.

e. Workers' Compensation Certification.

f. Prevailing Wage and Related Labor Requirements Certification.

g. Disabled Veteran Business Enterprise Participation Certification.

h. Drug-Free Workplace Certification.
i. Tobacco-Free Environment Certification.


k. Lead-Based Materials Certification.

l. Criminal Background Investigation/Fingerprinting Certification.

m. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SANTA CLARA UNIFIED SCHOOL DISTRICT

BY: ________________________________

NAME: ______________________________

TITLE: ________________________________

END OF DOCUMENT
AGREEMENT

THIS AGREEMENT is entered into on in the City of Santa Clara, County of Santa Clara, State of California, by and between SANTA CLARA UNIFIED SCHOOL DISTRICT, a “District” and (“Contractor”).

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner the Work required in connection with the work of improvement commonly referred to as:

   Floor Covering Replacement Project
   Hughes and Montague Elementary Schools
   Bid 1095

   Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the District, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. Contract Time. The Contractor shall achieve Substantial Completion the Work on the date established in the Notice to Proceed issued by or on behalf of the District for commencement of the Work.

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of:

   $_________________________

   Disbursement of the Contract Price will be by monthly Progress Payments based on the value of the Work completed. Retention equal to five percent (5%) of each Progress Payment will be withheld and retained by the District to ensure the Contractor’s full and timely completion of the Contractor’s obligations under the Contract Documents. Retention will be released to the Contract concurrently with release of Final Payment to the Contractor.

4. Contractor Liability for District Delay Damages. The Contractor is liable to the District for Liquidated Damages for delayed submission of Submittals, delayed Substantial Completion and delayed completion of Punchlist items. Liquidated Damages are set forth in the Supplementary Conditions.

5. Contract Documents. The Contract Documents include the Construction Documents comprised of:

   The Project Manual Dated: March 5, 2020
   Drawings (See 00 01 15 “List of Drawing Sheets”)
   Addenda:
More particularly described as:

- Project Title Page
- Table of Contents
- List of Drawing Sheets
- Notice to Contractors
- Instructions to Bidders
- Master Project Schedule
- Bid Proposal
- Bid Bond
- Subcontractors List
- DIR Registration Verification
- Bidder’s Qualifications Statement
- Non-Collusion Affidavit
- Hazardous Materials Certifications
- Lead Based Materials Certification
- Notice of Award
- Agreement
- Notice to Proceed
- Performance Bond
- Labor and Material Payment Bond
- Workers Compensation Certificate
- Drug-Free Workplace Certification
- Fingerprint Certificate
- Certified Payroll Records Submittal to Labor Commissioner Verification
- Guarantee
- General Conditions
- Supplementary Conditions
- Hazardous Materials
- Procedures Addenda [as issued]
- Summary of Work
- Substitution Procedures
- Contract Modification Procedures
- Payment Procedures
- Submittal Procedures
- Abbreviations and Acronyms
- Materials and Equipment
- Temporary Facilities and Controls
- Construction Waste Management & Disposal
- Product Delivery, Storage and Handling
- Contract Closeout and Final Cleaning
- Warranties
- Resilient Base and Accessories
- Resilient Sheet Flooring
- Resilient Tile Flooring
- Tile Carpentry
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- Product Delivery, Storage and Handling
- Contract Closeout and Final Cleaning
- Warranties
- Resilient Base and Accessories
- Resilient Sheet Flooring
- Resilient Tile Flooring
- Tile Carpentry

**Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

*CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826*

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**“DISTRICT”**

**SANTA CLARA UNIFIED DISTRICT**

By: 
Title: Eric Dill, Chief Business Official

**“CONTRACTOR”**

By: 
Title: 

Santa Clara Unified School District
Floor Covering Replacement Project
Hughes and Montague Elementary Schools 00 52 16 – 1 Agreement
NOTICE TO PROCEED

Dated: ________________________, 20___

TO: ________________________________

(“Contractor”)

ADDRESS: __________________________________________________________

PROJECT: Floor Covering Replacement for Hughes and Montague Elementary Schools


You are notified that the Contract Time under the above Contract will commence to run on _______ ___________, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____ ___________, 20___.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

a. Contractor’s preliminary schedule of construction.

b. Contractor’s preliminary schedule of values for all of the Work.

c. Contractor’s preliminary schedule of submittals, Product Data, and Samples submittals.

d. Contractor’s Safety Plan specifically adapted for the Project.

e. A complete subcontractors list, including the name, address, telephone number, email address, facsimile number, California State Contractors License number, license classification, Department of Industrial Relations registration number, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

SANTA CLARA UNIFIED SCHOOL DISTRICT

BY: ________________________________

NAME: ______________________________

TITLE: ______________________________

END OF DOCUMENT
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we,
__________________________________
__________________________________
, as Surety and

__________________________________
__________________________________
, as Principal,

are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto SANTA CLARA UNIFIED SCHOOL DISTRICT ("the Obligee") for payment of the penal sum of:

$__________________________
in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as:

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal’s prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

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

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Principal’s obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond

Santa Clara Unified School District
Floor Covering Replacement Project
Hughes and Montague Elementary Schools 00 61 13.13 – 1  Performance Bond
shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal’s failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal’s failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety’s liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal’s failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price. In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys’ fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of __________, 2020 by their duly authorized agent or representative.
(Surety Name)

By: 

(Signature of Attorney-In-Fact for Surety)

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

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact’s Signature.)

(Contractor-Principal Name)

By: 

(Signature)

(Typed or Printed Name)

Title: 

(Attach Notary Public Acknowledgement of Principal’s Signature)

Contact information for notices to the Surety

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LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we,
_________________________________________________________, as Surety and
_________________________________________________________, as Principal,
are jointly and severally, along with their respective heirs, executors, administrators, successors and
assigns, held and firmly bound unto SANTA CLARA UNIFIED SCHOOL DISTRICT (“the Obligee”) for payment
of the penal sum of:
$__________________________
in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for
the Work described as:

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work,
the Agreement and all other Contract Documents set forth therein are incorporated herein by this
reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the
prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services
used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant
for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii)
of amounts due under the Unemployment Insurance Code for work or labor performed under the
Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment
Development Department from wages of the employees of the Principal and its Subcontractors under
Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract
then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity
including without limitation, all persons and entities described in California Civil Code §9100, providing or
furnishing labor, materials or services used or reasonably required for use in the performance of the Work
under the Contract Documents, without regard for whether such labor, materials or services were sold,
leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns
and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor,
materials or services provided or furnished by such Claimant, the Surety shall pay for the same and
reasonable attorneys fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration,
deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be
performed thereunder, the Specifications or the Drawings, or any other portion of the Contract
Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety
hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion,
addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of __________, 2020 by their duly authorized agent or representative

(Surety Name)
By: ____________________________
(Signature of Attorney-In-Fact for Surety)
(Type or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact’s Signature.)

(Contractor-Principal Name)
By: ____________________________
(Signature)
(Type or Printed Name)
Title: ____________________________

(Attach Notary Public Acknowledgement of Principal’s Signature)

Contact information for notices to the Surety
Name ____________________________
Address ____________________________
City, State ____________________________
Zip ____________________________
Phone Fax (______) _________ (______) _________
E-Mail ____________________________
CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

I, ________________________________

(Typed or Printed Name)

the ________________________________

(Title)

of ________________________________

(Contractor Name)

declare, state and certify that:

1. I am aware that California Labor Code § 3700(a) and (b) provides:

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

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

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

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

By: ________________________________

(Signature)

______________________________

(Typed or printed name)
DRUG-FREE WORKPLACE CERTIFICATION

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

I, ____________________________________________

(Typed or Printed Name)

the ____________________________________________

>Title)

of ____________________________________________

(Contractor Name)

I declare, state and certify to all of the following:


2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      i. The dangers of drug abuse in the workplace;
      ii. Contractor’s policy of maintaining a drug-free workplace;
      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
   D. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____________________________________________

(City and State)

This __________ day of ___________________ , 2020.

________________________________
(Signature)

________________________________
(Printed or Typed Name)
FINGERPRINT CERTIFICATION

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

I, ______________________________________
(Typed or Printed Name)

the ______________________________________
(Title)

of ______________________________________
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
   a. The fingerprints of each person identified on Attachment A have been submitted to the California Department of Justice pursuant to Education Code §45125.1; and,
   b. The California Department of Justice has issued written or electronic verification that each person identified on Attachment A has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

3. The Contractor shall provide additional Fingerprint Certificates for each and every person who is not identified on Attachment A prior to permitting such person(s) access to the Site or to perform any Work at the Site.

4. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.

5. I am authorized to execute this Fingerprint Certification on behalf of the Contractor. All of the statements set forth above and all of the information provided in Attachment A are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment A which would render such statements and/or information to be false or misleading.

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

Executed at ______________________________________
(City and State)
This _________ day of __________________ , 2020.

________________________________________
(Signature)

________________________________________
(Printed or Typed Name)
## FINGERPRINT CERTIFICATE
### ATTACHMENT A

Floor Covering Replacement Project  
Hughes and Montague Elementary Schools  
Bid 1095

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employed By (Name of Contractor or Subcontractor Employing Employee)</th>
<th>DOJ Issuance Date Fingerprint Verification</th>
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(Attach additional pages as required to identify all employees of the Contractor and all Subcontractors who have been cleared by DOJ fingerprint verification)
CERTIFIED PAYROLL RECORDS SUBMITTAL
TO LABOR COMMISSIONER VERIFICATION

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

I, __________________________________________
(Typed or Printed Name)

the __________________________________________
(Title)

of __________________________________________,
Contractor Name)

In connection with the above-referenced Project;

1. This Verification is submitted to the Santa Clara Unified School District (“District”) concurrently with
the Contractor’s submittal of an Application for Progress Payment to the District, identified as
Application for Progress Payment No. ___________ (“the Pay Application”).

2. The Pay Application requests the District’s disbursement of a Progress Payment for the value of Work
performed between _____________________, 20___ and ________________, 20___.

3. The Contractor has submitted Certified Payroll Records (“CPR”) to the Labor Commissioner for all
employees of the Contractor engaged in performance of Work subject to prevailing wage rate
requirements for the period of time covered by the immediately preceding Pay Application.

4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the
immediately preceding Pay Application have submitted their CPRs to the Labor Commissioner for all
of their employees performing Work subject to prevailing wage rate requirements for the period of
time covered by the immediately preceding Pay Application.

5. I have reviewed the Contractor’s CPRs submitted to the Labor Commissioner. The CPRs submitted to
the Labor Commissioner by the Contractor are complete and accurate for the period of time covered
by the immediately preceding Pay Application.

6. I have reviewed the Subcontractors’ CPRs submitted to the Labor Commissioner. The CPRs submitted
to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time
covered by the immediately preceding Pay Application.

Executed this ____ day of _________________, ________ at ________________________________
(City and State)

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

By: __________________________________________
(Signature)

________________________________________
(Typed or Printed Name)
GUARANTEE

Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the “Work”) have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement that may be unfit for use as specified or defective within a period of

Two (2) years

from the date of the District’s Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

If the Contractor fails or refuses to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District’s notification to the Contractor of Work subject to the Contractor’s obligation hereunder, the Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace Work at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District’s presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor’s Guarantee(s) and warranty(ies) relating to the Work are binding upon the Contractor’s Performance Bond Surety and all successors or assigns of Contractor and/or the Contractor’s Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents relating to the Contractor’s guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier, fabricator or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

_______________________________________________________________  __________________________
(Contractor Name)  __________________________

_______________________________________________________________  __________________________
(Signature of Contractor’s Authorized Employee, Officer or Representative)  (Date)

_______________________________________________________________  __________________________
(Printed Name and Title)  (Date)  __________________________

Santa Clara Unified School District
Floor Covering Replacement Project
Hughes and Montague Elementary Schools  00 65 36 – 1
Guarantee
ARTICLE 1: DEFINITIONS; GENERAL.
1.1 District.
1.2 Contractor.
1.3 The Work.
1.4 The Project.
1.5 Surety.
1.6 Subcontractors; Sub-Subcontractors.
1.7 Material Supplier.
1.8 Drawings and Specifications.
1.9 Supplementary Conditions.
1.10 Contract Documents.
1.11 Intent and Correlation of Contract Documents.
  1.11.1 Work of the Contract Documents.
  1.11.2 Technical Terms.
  1.11.3 Conflict in Contract Documents.
1.12 Shop Drawings; Samples; Product Data (“Submittals”).
1.14 Contractor’s Superintendent.
1.15 Record Drawings.
1.16 Construction Equipment.
1.17 Site.
1.18 Defective or Non-Conforming Work.
1.19 Delivery.
1.20 Notice to Proceed.
1.21 Progress Reports; Verified Reports.
1.22 Laws.
1.23 Construction Change Document (CCD)

ARTICLE 2: DISTRICT.
2.1 Information Required of District.
  2.1.1 Surveys; Site Information.
  2.1.2 Permits; Fees.
  2.1.3 Drawings and Specifications.
  2.1.4 Furnishing of Information.
2.2 District’s Right to Stop the Work.
2.3 Partial Occupancy or Use.
  2.3.1 District’s Right to Partial Occupancy.
  2.3.2 No Acceptance of Defective or Nonconforming Work.

ARTICLE 3: THE CONTRACTOR.
3.1 Contractor Review of Contract Documents.
  3.1.1 Examination of Contract Documents.
  3.1.2 Field Measurements.
  3.1.3 Dimensions; Layouts and Field Engineering.
  3.1.4 Work in Accordance With Contract Documents.
3.2 Site Investigation; Subsurface Conditions.

3.2.1 Contractor Investigation.
3.2.2 Subsurface Data.
3.2.3 Subsurface Conditions.

3.3 Supervision and Construction Procedures.
  3.3.1 Supervision of the Work.
  3.3.2 Responsibility for the Work.
  3.3.3 Layouts.
  3.3.4 Construction Utilities.
  3.3.5 Existing Utilities; Removal, Relocation and Protection.
    3.3.5.1 Contractor Responsibility for Locating Utilities.
    3.3.5.2 Contractor Responsibility for Damage to Underground Facilities.
    3.3.5.3 Contractor Responsibility for Maintaining Utility Services.
    3.3.5.4 Unmarked; Unknown Utilities.
  3.3.6 Conferences and Meetings.
    3.3.6.1 Pre-Construction Conference.
    3.3.6.2 Progress Meetings.
    3.3.6.3 Special Meetings.
    3.3.6.4 Minutes of Meetings.
  3.3.7 Noise and Dust Control.
    3.3.7.1 Noise Control.
    3.3.7.2 Dust Control.
    3.3.7.3 Contractor Failure to Comply.
    3.3.7.4 Waste and Recycling Records

3.4 Labor and Materials.
  3.4.1 Payment for Labor, Materials and Services.
  3.4.2 Employee Discipline.
  3.4.3 Contractor’s Project Manager and Superintendent.
    3.4.3.1 Qualifications of Contractor Superintendent and Contractor PM.
    3.4.3.2 Contractor Superintendent.
    3.4.3.3 Contractor PM.
  3.4.4 Prohibition on Harassment.
    3.4.4.1 District’s Policy Prohibiting Harassment.
    3.4.4.2 Contractor’s Adoption of Anti-Harassment Policy.
    3.4.4.3 Prohibition on Harassment at the Site.
  3.5 Taxes.
  3.6 Permits, Fees and Notices; Compliance With Laws.
    3.6.1 Payment of Permits; Fees.
    3.6.2 Compliance With Laws.
    3.6.3 Notice of Variation From Laws.
    3.6.4 DIR Registration.

Santa Clara Unified School District
Floor Covering Replacement Project
Hughes and Montague Elementary Schools General Conditions
3.7 Submittals.
  3.7.1 Purpose of Submittals.
  3.7.2 Contractor’s Submittals.
    3.7.2.1 Prompt Submittals.
    3.7.2.2 Approval of Subcontractor Submittals.
    3.7.2.3 Verification of Submittal Information.
    3.7.2.4 Contractor Responsibility for Deviations.
    3.7.2.5 No Performance of Work Without Architect Review.
  3.7.3 Architect’s Review of Submittals.
  3.7.4 Deferred Approval Items.

3.8 Materials and Equipment.
  3.8.1 Specified Materials, Equipment.
  3.8.2 Approval of Substitutions or Alternatives.
  3.8.3 Placement of Material and Equipment Orders.
  3.8.4 District’s Right to Place Orders for Materials and/or Equipment.
  3.8.5 “Sole Source” District Standard Materials, Equipment and Products.

3.9 Safety.
  3.9.1 Safety Programs.
  3.9.2 Safety Precautions.
  3.9.3 Safety Signs, Barricades.
  3.9.4 Safety Notices.
  3.9.5 Safety Coordinator.
  3.9.6 Emergencies; First Aid.
  3.9.7 Hazardous Materials.
    3.9.7.1 General.
    3.9.7.2 Prohibition on Use of Asbestos Construction Building Materials (“ACBMs”).
    3.9.7.3 Disposal of Hazardous Materials.

3.10 Maintenance of Documents.
  3.10.1 Documents at Site.
  3.10.2 Maintenance of Record Drawings.

3.11 Use of Site.
  3.12 Clean-Up.
  3.13 Access to the Work.

3.14 Information for the Project Inspector.
  3.15 Patents and Royalties.
  3.16 Cutting and Patching.
  3.18 Wage Rates; Employment of Labor.
    3.18.1 Determination of Prevailing Rates.
    3.18.2 Payment of Prevailing Rates.
    3.18.3 Prevailing Rate Penalty.
    3.18.4 Prevailing Wage Rate Monitoring and Enforcement.
    3.18.5 Payroll Records.
      3.18.5.1 Certified Payroll Records.

Santa Clara Unified School District
Floor Covering Replacement Project
Hughes and Montague Elementary Schools 00 72 00 – 2

General Conditions
5.4 Insurance Policy Requirements.
   5.4.1 Minimum Coverage Amounts.
   5.4.2 Required Qualifications of Insurers.
5.5 Evidence of Insurance; Subcontractor’s Insurance.
   5.5.1 Certificates of Insurance.
   5.5.2 Subcontractors’ Insurance.
5.6 Maintenance of Insurance.
5.7 Contractor’s Insurance Primary.
5.8 Indemnity.
5.9 Payment Bond; Performance Bond.

ARTICLE 6: CONTRACT TIME
6.1 Substantial Completion of the Work Within Contract Time.
6.2 Progress and Completion of the Work.
   6.2.1 Time of Essence.
   6.2.2 Substantial Completion.
   6.2.3 Correction or Completion of the Work After Substantial Completion.
      6.2.3.1 Punchlist.
      6.2.3.2 Time for Completing Punchlist Items.
   6.2.4 Final Completion.
   6.2.5 Contractor Responsibility for Multiple Inspections.
   6.2.6 Final Acceptance.
6.3 Construction Schedule.
   6.3.1 Project Schedule.
6.4 Adjustment of Contract Time.
   6.4.1 Excusable Delays.
   6.4.2 Compensable Delays.
   6.4.3 Unexcusable Delays.
   6.4.4 Adjustment of Contract Time.
      6.4.4.1 Procedure for Adjustment of Contract Time.
      6.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays.
6.5 Liquidated Damages.
6.6 District Right to Take-Over Work.

ARTICLE 7: CONTRACT PRICE
7.1 Contract Price.
7.2 Schedule of Values.
7.3 Progress Payments.
   7.3.1 Applications for Progress Payments; Pencil Draft Pay Apps.
   7.3.2 Pencil Draft Pay Apps Review.
   7.3.3 Applications for Progress Payments.
   7.3.4 District’s Disbursement of Progress Payments.
      7.3.4.1 Timely Disbursement of Progress Payments.
      7.3.4.2 Untimely Disbursement of Progress Payments.
   7.3.5 District’s Right to Disburse Progress Payments by Joint Checks.
   7.3.4.4 No Waiver of Defective or Non-Conforming Work.
7.3.5 Progress Payments for Changed Work.
7.3.6 Materials or Equipment Not Incorporated into the Work.
   7.3.6.1 Limitations Upon Payment.
   7.3.6.2 Materials or Equipment Delivered and Stored at the Site.
   7.3.6.3 Materials or Equipment Not Delivered or Stored at the Site.
   7.3.6.4 Materials or Equipment in Fabrication or Transit.
   7.3.7 Exclusions from Progress Payments.
   7.3.8 Title to Work.
7.4 Final Payment.
   7.4.1 Application for Final Payment.
   7.4.2 Conditions Precedent to Disbursement of Final Payment.
   7.4.3 Disbursement of Final Payment.
   7.4.4 Waiver of Claims.
   7.4.5 Claims Asserted After Final Payment.
7.5 Withholding of Payments.
7.6 Payments to Subcontractors.
7.7 Substitute Security for Retention.
7.8 Job Cost Reporting Software.
   7.8.1 Job Cost Reporting.
   7.8.2 Job Cost Reporting Requirements.
   7.8.3 Job Cost Reporting Information.

ARTICLE 8: CHANGES
8.1 Changes in the Work.
   8.1.1 District Directed Changes.
   8.1.2 Construction Change Document (“CCD”).
   8.1.3 Contractor Responsibilities.
8.2 Oral Order of Change in the Work.
8.3 Contractor Proposed Change Order (“PCO”).
8.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.
   8.4.1 Adjustment to Contract Price.
      8.4.1.1 Lump Sum Mutual Agreement.
      8.4.1.2 Determination by the District.
      8.4.1.3 Basis for Adjustment of Contract Price.
         8.4.1.3.1 Labor.
         8.4.1.3.2 Materials and Equipment.
         8.4.1.3.3 Construction Equipment.
         8.4.1.3.4 Mark-up on Costs of Changes to the Work.
      8.4.1.3.5 Contractor Maintenance of Records.
   8.4.2 Adjustment to Contract Time.
8.5 Change Orders.
ARTICLE 8: CHANGES
8.6 Unilateral Change Order.
8.7 Disputed Changes.
8.8 Emergencies.
8.9 Unauthorized Changes.

ARTICLE 9: UNCOVERING AND CORRECTION OF WORK
9.1 Inspection of the Work.
9.1.1 Access to the Work.
9.1.2 Limitations Upon Inspections.
9.2 Uncovering of Work.
9.3 Rejection of Work.
9.4 Correction of Work.
9.5 Removal of Defective/Non-Conforming Work.
9.6 Failure of Contractor to Correct Work.
9.7 Acceptance of Defective/Non-Conforming Work.

ARTICLE 10: WARRANTIES
10.1 Workmanship and Materials.
10.2 Warranty Work.
10.3 Guarantee.
10.4 Survival of Warranties.

ARTICLE 11: SUSPENSION OF WORK
11.1 District’s Right to Suspend Work.

ARTICLE 12: TERMINATION
12.1 Termination for Cause.
12.1.1 District’s Right to Terminate.
12.1.2 District’s Rights Upon Termination.
12.1.3 Completion by the Surety.
12.1.4 Assignment and Assumption of Subcontracts.
12.1.5 Costs of Completion.
12.1.6 Contractor Responsibility for Damages.
12.1.7 Conversion to Termination for Convenience.
12.1.8 District’s Rights Cumulative.
12.2 Termination for Convenience of the District.

ARTICLE 13: MISCELLANEOUS
13.1 Governing Law.
13.2 Marginal Headings; Interpretation.
13.3 Successors and Assigns.
13.4 Cumulative Rights and Remedies; No Waiver.
13.5 Severability.
13.6 No Assignment by Contractor.
13.7 Gender and Number.
13.8 Independent Contractor Status.
13.9 Notices.
13.10 Disputes; Continuation of the Work.
13.11 Dispute Resolution; Arbitration.
13.11.1 Claims under $375,000.00.
13.11.2 Binding Arbitration.
13.11.2.1 Demand for Arbitration.

13.11.2.2 Joinder of Parties; Consolidation of Related Arbitration Proceedings.
13.11.2.3 Arbitrator Selection.
13.11.2.4 Arbitration Procedures.
13.11.2.5 Arbitration Award.
13.11.2.6 Arbitration Fees and Costs.
13.11.3 Contractor Compliance with Government Code §900 et seq.
13.11.4 Inapplicability to Bid Bond.
13.12 Capitalized Terms.
13.13 Attorneys’ Fees.
13.15 Days.
13.16 Prohibited Interests.
13.17 Entire Agreement

Santa Clara Unified School District
Floor Covering Replacement Project
Hughes and Montague Elementary Schools 00 72 00 – 4  General Conditions
GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS; GENERAL

1.1 District. The “District” refers to Santa Clara Unified School District and unless otherwise stated, includes the District’s authorized representatives, the District’s Board of Education and the District’s officers, employees, agents and representatives.

1.2 Contractor. The Contractor is the person or entity identified as such in the Agreement; references to “Contractor” include the Contractor’s authorized representative. Unless otherwise expressly indicated or required by the context of usage, “Contractor” refers to all contractors awarded a Bid Package Contract.

1.3 The Work. The “Work” is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

1.4 The Project. The Project is the total construction of which the Work performed by the Contractors which may include construction by the District or by separate contractors.

1.5 Surety. The Surety is the person or entity that executes, as surety, the Contractor’s Labor and Material Payment Bond and/or Performance Bond.

1.6 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. “Subcontractor” does not include a separate contractor to the District or subcontractors of any separate contractor. Subcontractors include Sub-Subcontractor of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work.

1.7 Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

1.8 Drawings and Specifications. The Drawings are the graphic and pictorial materials, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion. Large scale Drawings take precedence over smaller scale Drawings as to shape and details of construction. Figured dimensions on Drawings govern, but Work which is not dimensioned shall be as directed or required by field conditions. Specifications govern as to materials, workmanship and installation procedures.

1.9 Supplementary Conditions. Supplementary Conditions are supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

1.10 Contract Documents. The Contract Documents consist of the Project Manual including the Agreement between the District and the Contractor, Conditions of the Contract, Supplementary Conditions, Specifications, including addenda thereto issued prior to execution of the Agreement, Drawings and any other documents listed in the Agreement. The Contract Documents include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.11 Intent and Correlation of Contract Documents.

1.11.1 Work of the Contract Documents. The intent of the Contract Documents is to include
all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into Bid Packages, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. If a portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.11.2 Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.11.3 Conflict in Contract Documents. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.12 Shop Drawings; Samples; Product Data (“Submittals”). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as “Submittals”.

1.13 Contract Document Terms. The term “provide” means “provide complete in place” or to “furnish and install” such item. Unless otherwise provided in the Contract Documents, the terms “approved;” “directed;” “satisfactory;” “accepted;” “acceptable;” “proper;” “required;” “necessary” and “equal” shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term “typical” as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as “typical” in all other areas similarly marked as “typical”; Work in such other areas shall conform to that shown as “typical” or as reasonably inferable therefrom.

1.14 Contractor’s Superintendent. The Contractor’s Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor’s Superintendent shall not perform routine construction labor.

1.15 Record Drawings. The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.
1.16 Construction Equipment. “Construction Equipment” is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.17 Site. The Site is the physical area designated in the Contract Documents for Contractor’s performance, construction and installation of the Work.

1.18 Defective/Non-Conforming Work. Defective/Non-conforming Work is any Work which is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade or industry; (iii) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Completion of all of the Work.

1.19 Delivery. The term “delivery” used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.

1.20 Notice to Proceed. The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.

1.21 Progress Reports; Verified Reports. Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to District for filing with the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

1.22 Laws. The term “Laws” as used in the Contract Documents shall refer to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasigovernmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work. Laws refer to those enacted and in effect as of the execution of the Agreement, amendments thereto occurring during the performance of the Work and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be allowed for the Contractor’s compliance with the Laws.

ARTICLE 2: DISTRICT

2.1 Information Required of District.

2.1.1 Surveys; Site Information. Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2 Permits; Fees. Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price.
Price. Notwithstanding any provision of the Contract Documents the contrary, without adjustment of the Contract Time or the Contract Price, the Contractor shall pay for and obtain the following as necessary for completion or performance of the Work: (i) temporary Fire Department permits for temporary material handling, storage and/or dispensing facilities for fuel, oil, liquid or gases; (ii) Bay Area Air Quality Management District permits relating to temporary facilities used in connection with any portion of the Work; and (iii) City of Santa Clara business license.

2.1.3 Drawings and Specifications. Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Supplementary Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

2.1.4 Furnishing of Information. Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. Subject to the provisions of Article 4.2.3, the existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2 District’s Right to Stop the Work. In addition to the District’s right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District’s exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law. If Work is stopped or suspended pursuant to the foregoing, the Contract Price and the Contract Time are not subject to adjustment. The Construction Manager is authorized to exercise and enforce the rights of the District under this Article 2.2.

2.3 Partial Occupancy or Use.

2.3.1 District’s Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and
commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately before partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District’s occupancy or use thereof is not impaired. The District’s use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed “completion” of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly agreed upon by the District and the Contractor, the District’s partial occupancy or use of the Work or any portion thereof, shall not constitute the District’s acceptance of Work not complying with the requirements of the Contract Documents or which is otherwise defective.

ARTICLE 3: THE CONTRACTOR

3.1 Contractor Review of Contract Documents.

3.1.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Architect any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Architect of the same, the Contractor assumes full responsibility for such performance and shall bear costs for correction of the same.

3.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions. The Contractor shall compare field measurements and conditions with other information known to the Contractor or information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

3.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor is solely responsible for coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by the a professional engineer under California Laws in the engineering discipline required for such portion of the Work. Upon commencement of any item of the Work, the Contractor is responsible for dimensions of such Work and related Work; without adjustment of the Contract Time or Contract Price, the Contractor is responsible for making component parts of the Work fit together properly.

3.1.4 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents and Architect accepted Submittals.

3.2 Site Investigation; Subsurface Conditions.
3.2.1 Contractor Investigation. The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor and materials; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Failure of the Contractor to do so does not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

3.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered.

3.2.3 Subsurface Conditions. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the Construction Manager, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District’s investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

3.3 Supervision and Construction Procedures.

3.3.1 Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor’s best skill and attention. The Contractor is solely responsible for,
and has control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

3.3.2 **Responsibility for the Work.** The Contractor shall be responsible to the District for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Project Inspector or the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.3 **Layouts.** The Contractor is solely responsible for laying-out the Work so that construction of the Work conforms to the requirements of the Contract Documents and so that all component parts of the Work are coordinated. The Contractor shall be responsible for maintenance and preservation of benchmarks, reference points and stakes for the Work. The cost of maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

3.3.4 **Construction Utilities.** The District will furnish and pay the costs of utility services for the Work as set forth in the Supplementary Conditions; all other utilities necessary to complete the Work and to completely perform all of the Contractors’ obligations shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

3.3.5 **Existing Utilities; Removal, Relocation and Protection.**

3.3.5.1 **Contractor Responsibility for Locating Utilities.** The Contractor is responsible for locating all below grade drainage lines, storm drains, sewers, domestic water, gas, electrical, hot water and irrigation utility services, vaults, duct banks and other similar items or utilities services (collectively “Underground Facilities”) which are shown in the Drawings or other portions of the Contract Documents; or (ii) which are identified in information relating to Underground Facilities maintained by the regional notification center, “Underground Service Alert” (“USA”). Contractor shall locate and mark locations of the Underground Facilities shown in the Contract Documents and information relating to Underground Facilities maintained by USA before proceeding with Work that may: (i) damage, destroy or impair Underground Facilities; or (ii) limit, disrupt or interrupt utility services provided through Underground Facilities. Prior to commencing Work in the proximity of Underground Facilities or other underground structures that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage, destruction or disruption.

3.3.5.2 **Contractor Responsibility for Damage to Underground Facilities.** Without
adjustment of the Contract Time or the Contract Price, the Contractor shall repair or replace all damage to or destruction of Underground Facilities occurring during performance of the Work. All such repairs or replacements shall be with materials, equipment and other items consistent with those in place prior to commencement of the Work and when the repair or replacement is completed, the Underground Facilities shall be in the same functional and operational condition as prior to the damage or destruction.

3.3.5.3 Contractor Responsibility for Maintaining Utility Services. The Contractor shall maintain in service all utility services provided through the Underground Facilities unless the Contractor has notified the District and Construction Manager in writing of utility service disruptions at least 2 working days in advance of the anticipated disruption of utility services. Notwithstanding the Contractor’s notice pursuant to the foregoing, the District may, in the sole discretion of the District, direct alternative times/days for the anticipated utility service disruption as necessary for conduct of on-going activities or operations of the District at and about the Site. The Contractor shall be liable for all costs, fees or charges incurred by the District to provide utility services if there is disruption, interruption or limitation of any utility services for which the Contractor has not provided the advance written notice of utility disruption pursuant to the foregoing. The District may deduct such costs, fees or charges from the Contract Price then or thereafter due the Contractor.

3.3.5.4 Unmarked; Unknown Utilities. Additional Underground Facilities not shown in the Contract Documents or USA data may exist on or about the Site. The Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report such Underground Facilities to the Project Inspector, Construction Manager and District for disposition of the same prior to disturbing any existing condition. In accordance with California Government Code §4215, the District is responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor’s failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 requires the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If such utility facilities are owned by a public utility, the public utility has the sole discretion to perform repairs or relocation work or permit the Contractor to do so at a reasonable price.

3.3.6 Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at required meetings by the Contractor’s supervisory personnel for the Work and the Contractor’s management personnel as required by the Contract Documents or as requested by the District. The Contractor’s personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors and Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

3.3.6.1 Pre-Construction Conference. The Contractor’s representatives (and representatives of Subcontractors and Material Suppliers as requested by the District) shall
attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (i) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractor, Project Inspector and others performing any part of the Work or services relating to the Work; (ii) Submittals; (iii) Changes and Change Order processing; (iv) employment practices, including payment of prevailing wage rates, DLSE monitoring/enforcement of prevailing wage rate obligations and submittal of Certified Payroll Records to the Labor Commissioner; (v) Progress Schedule development and maintenance by the Construction Manager and the Contractor’s obligation to: (a) participate as requested by the Construction Manager in Progress Schedule Updates; and (b) performance in accordance with the then current Progress Schedule; (vi) development of Schedule of Values and payment procedures; (vii) the Construction Manager’s coordination of the Work of the Contractors; (viii) communications procedures, including the handling of Requests for Information; (ix) emergency and safety procedures; (x) Site visitor policies; (xi) conduct of Contractor/Subcontractor personnel at the Site; and (xii) punchlist/close-out procedures.

3.3.6.2 Progress Meetings. Progress meetings will be conducted as needed. The Contractor’s representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the District and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

3.3.6.3 Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

3.3.6.4 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect and the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

3.3.7 Noise and Dust Control.

3.3.7.1 Noise Control. The Contractor shall install noise reducing devices on Construction Equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by the Laws. If classes are in session at any point during the progress of the Work, and, in the District’s reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or
the normal academic activities at the Site, at the District’s request, the Contractor shall schedule the performance of all such Work around the normal hours of such academic activities or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

3.3.7.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor’s failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of the Laws, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damaged property and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District’s reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal academic activities at the Site, at the District’s request, the Contractor shall schedule the performance of such Work around the normal hours of such academic activities and make other arrangements so that the Work does not cause such disruption or disturbance. Such arrangements not result in adjustment of the Contract Price or the Contract Time.

3.3.7.3 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, District Inspector or Construction Manager shall notify the Contractor in writing and the Contractor shall take immediate action. If the Contractor fails to take responsive action within twenty-four (24) hours from such notification, the District shall have the right to proceed as it deems necessary to remedy such matter. Costs incurred by the District in connection with such actions are the sole responsibility of, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

3.3.7.4 Waste and Recycling Records. The Contractor shall maintain detailed written records of the kind, type, nature and quantity of recycled materials during the Work. All such records shall be maintained in the manner required by the Laws and shall be available for inspection by the District, Project Inspector, Construction Manager or Architect upon request. Handling, transportation and disposition of recycled materials shall be in accordance with the Laws. The Contractor is solely responsible for failure to maintain recycled materials records or for the handling, transportation or disposition of recycled materials in accordance with the Laws.

3.4 Labor and Materials.

3.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, 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 in the Work.

3.4.2 **Employee Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor’s employees, the employees of Subcontractors and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work.

3.4.3 **Contractor’s Project Manager and Superintendent.**

3.4.3.1 **Qualifications of Contractor Superintendent and Contractor PM.** Prior to start of Work at the Site, the Contractor shall submit in writing to the District and Construction Manager, the qualifications of the Contractor’s proposed superintendent (“Contractor Superintendent”) and the Contractor’s proposed Project Manager (“Contractor PM”) for acceptance by the Construction Manager and District. The Contractor’s proposed Contractor Superintendent and proposed Contractor PM shall each have recent experience in similar types of construction to the Work. The Contractor’s proposed Contractor Superintendent and Contractor PM shall be satisfactory to the District and Construction Manager and shall not be changed during the Work unless the Contractor’s employment of the Contractor Superintendent or Contractor PM is terminated by the Contractor for cause or the Contractor Superintendent or Contractor PM voluntary ceases employment by the Contractor. The Contractor shall dismiss the Contractor Superintendent or the Contractor PM if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement Contractor Superintendent or Contractor Project Manager, as applicable.

3.4.3.2 **Contractor Superintendent.** Competency of the Contractor Superintendent shall include, without limitation, a minimum of three (3) years prior experience as a superintendent for a contractor on projects similar in size, scope and complexity to the Work. The Contractor’s communications relating to the Work or the Contract Documents shall be through the Contractor Superintendent. The Contractor Superintendent shall represent the Contractor and communications given to the Contractor Superintendent shall be binding as if given to the Contractor. At all times when Work of the Contractor’s Bid Package is occurring at the Site, the Contractor Superintendent shall be at the Site to observe, coordinate and manage the Work.

3.4.3.3 **Contractor PM.** The Contractor shall employ a Contractor PM who shall be a senior management employee of the Contractor. The Contractor PM shall be at the Site periodically to observe the progress and quality of the Work in progress and in place. The Contractor PM is responsible for directing and coordinating human and material resources of the Contractor and Subcontractors throughout the course of the Work so that the Work is completed for the Contract Price and within the Contract Time. The Contractor PM shall be readily available to communicate with the District, Construction Manager and/or Architect relating to the Work.

3.4.4 **Prohibition on Harassment.**

3.4.4.1 **District’s Policy Prohibiting Harassment.** The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as
race, color, religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

3.4.4.2 Contractor’s Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require Subcontractors to comply with this Article 4.4.4.

3.4.4.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor or a Subcontractor to engage in any prohibited form of harassment. Any person engaging in a prohibited form of harassment is subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District’s receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District’s determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, Board of Education, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys’ fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

3.5 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract.
3.6 Permits, Fees and Notices; Compliance with Laws.

3.6.1 Payment of Permits, Fees. Unless otherwise provided in the Contract Documents, the District shall secure and pay for the building permits. Contractor shall obtain and pay for other permits, governmental fees, licenses necessary or required for the proper execution and completion of the Work. The foregoing includes, as applicable, fees, costs or other expenses associated with or arising in connection with items such as Deferred Approval Items, Air or Water Quality Management District permits, local business licenses, local traffic controls, etc. The Contractor shall obtain such permits/approvals in a timely manner so as to not delay, disrupt or otherwise impair the progress of the Work in accordance with the then current Construction Schedule. The direct, actual fees or charges incurred by the Contractor to obtain such permits shall be added to the Contract Price, provided that the adjustment of the Contract Price shall exclude administrative and personnel costs/expenses to obtain such permits. This Article 4.6.1 notwithstanding, the Contract shall bear all fees, costs, expenses or charges incurred or arising out of any Deferred Approval Items included within the Work.

3.6.2 Compliance with Laws. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

3.6.3 Notice of Variation from Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with the Laws, the Contractor shall promptly notify the Architect, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to the Laws without such notice to the Architect, Construction Manager and the Project Inspector, the Contractor assumes full responsibility for such Work and shall bear the costs for removal, replacement or correction of the same.

3.6.4 DIR Registration. At all times during the Work, the Contractor shall be a DIR registered contractor. Performance of any Work by the Contractor without the Contractor being a DIR registered contractor at the time Work is performed is the Contractor’s default in performance of a material obligation of the Contractor under the Contract Documents.

3.7 Submittals.

3.7.1 Purpose of Submittals. Shop Drawings, Product Data, Samples and similar submittals (collectively “Submittals”) are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

3.7.2 Contractor's Submittals.

3.7.2.1 Prompt Submittals. The Contractor shall review, approve and submit to the Construction Manager or other person or entity designated by the District, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor within the time frames set forth in the Submittal Schedule. Contractor’s submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. Notwithstanding Contractor’s submission of Submittals in accordance with the Submittal Schedule, if the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to
require re-submission, Contractor shall bear all costs associated with the review and approval of re-submitted Submittals, including without limitation Architect’s fees incurred in connection therewith. Submittals not required by the Contract Documents or which do not conform with the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

3.7.2.2 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission for review. Any Submittal not bearing the Contractor’s written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

3.7.2.3 Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Each Submittal shall include the following certification duly executed by the Contractor’s Superintendent or Contractor PM:

“The Contractor has reviewed and approved the field dimensions and construction criteria of the attached Submittal. The Contractor has verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the Contractor with information included in other Submittals.”

3.7.2.4 Contractor Responsibility for Deviations. The Contractor is not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect’s review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. The Contractor must provide specific/detailed notation(s) of deviation(s) between the Work indicated in the Contract Documents and incorporated into the Submittal on the transmittal cover-sheet of each submission of Submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect’s review thereof.

3.7.2.5 No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect’s review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating “No Exception Taken” to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

3.7.3 Architect Review of Submittals. The purpose of the Architect’s review of Submittals and the time for the Architect’s return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall
promptly thereafter resubmit a Submittal conforming with the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect’s direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect’s review of the Submittals is for the limited purposes described in the Contract Documents.

3.7.4 Deferred Approval Items. For all Work designated in the Contract Documents as a “Deferred Approval,” the Contractor is solely and exclusively responsible for the preparation of designs, calculations and other materials for each Deferred Approval item (“Deferred Approval Design”). Where required by the Laws or the nature of a Deferred Approval, the Deferred Approval Design shall be completed and stamped by a California licensed architect or a California professional engineer. The Deferred Approval Design shall: (i) incorporate all requirements of the Deferred Approval as set forth in the Contract Documents; (ii) be coordinated with other portions of the Work affected by or relating to the Deferred Approval; (iii) be completed in a timely manner so as not to delay, disrupt or interfere with completion of the Work within the Contract Time; and (iv) be completed in accordance with the applicable professional standard of care. The Contractor shall submit each completed Deferred Approval Design to the Architect for review and acceptance. The Contractor shall modify each Deferred Approval Design as necessary to obtain the Architect’s acceptance of the entirety thereof. Upon the Architect’s acceptance of a Deferred Approval Design, the Contractor shall be responsible for: (i) submittal of the Deferred Approval Design to DSA for review and approval; (ii) modifications to the Deferred Approval Design as necessary to obtain DSA approval; and (iii) payment of fees or charges imposed by DSA for review and approval of a Deferred Approval Design without adjustment of the Contract Price. Notwithstanding review and acceptance of a Deferred Approval Design by the Architect or DSA issuance of approval to construct pursuant to the Contractor’s Deferred Approval Design, the Contractor remains liable to the District for all losses, damages, costs, or other consequences of the failure of any Contractor’s Deferred Approval Design to: (i) conform to the applicable design professional standard of care; (ii) conform to design intent and/or aesthetic requirements established in the Contract Documents; or (iii) perform and function in accordance with requirements established in the Contract Documents.

3.8 Materials and Equipment.

3.8.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words “or equal” shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition. Whenever a product, material or other item is specified with reference to a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other trade association standard (collectively, “the Standards”), the Contractor shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying the product, material or other item to be furnished and installed complies with the Standards. When requested by the Architect or required by the Contract Documents, support test data shall be submitted by the Contractor to substantiate compliance with the Standards.

3.8.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that: (i) such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items, and (ii) the Contractor certifies to the Architect that the
quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and (iii) the Contractor demonstrates to the Architect that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect’s review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect’s review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect’s decision evaluating the Contractor’s proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation of such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor’s furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, of the Architect’s consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect’s review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than 35 days following the date of the District’s award of the Contract to Contractor by action of the District’s Board of Education; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

3.8.3 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. The Contractor shall require Subcontractors to similarly place orders for all materials and/or equipment to be furnished/installed by the Subcontractors in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Construction Manager or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work.

3.8.4 District’s Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, if the Contractor fails or refuses to provide reasonably satisfactory written evidence of the placement of orders for materials and/or
equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District’s conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the District’s conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

3.8.5 “Sole Source” District Standard Materials, Equipment and Products. If any material, equipment, product or other item is designated in the Contract Documents as a “District Standard” or by similar words/terms, the District shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be completed work of improvement and not subject to substitution. Any material, equipment, or other item is identified in the Contract Documents as a District Standard or as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall not be subject to substitution.

3.9 Safety.

3.9.1 Safety Programs. The Contractor is solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor’s safety program includes all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). The Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work at the Site, the Contractor shall provide the Construction Manager with the Contractor’s proposed safety plan for the Work for the Construction Manager’s review and acceptance. Without adjustment of the Contract Price or the Contract Time, the Contractor shall modify and re-submit its proposed safety plan to incorporate modifications thereto requested by the Construction Manager. The Construction Manager is authorized to enforce the Contractor’s obligation to implement the Contractor’s safety program.

3.9.2 Safety Precautions. The Contractor is solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or Subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the
course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

3.9.3 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

3.9.4 Safety Notices. The Contractor shall give or post all notices required by the Laws and comply with the Laws relating to safety of persons or property or their protection from damage, injury or loss.

3.9.5 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor’s organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor Superintendent unless otherwise designated by the Contractor in writing to the Construction Manager, Project Inspector and the Architect.

3.9.6 Emergencies; First Aid. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss. The Contractor shall maintain stocked emergency first aid kits at the Site which comply with applicable law, rule or regulation.

3.9.7 Hazardous Materials.

3.9.7.1 General. If the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under the Laws or interpretation thereof (collectively “Hazardous Materials”), the Contractor shall comply with the Laws and shall implement safety precautions and other similar measures required by the Laws or the conditions of use or storage.

3.9.7.2 Prohibition on Use of Asbestos Construction Building Materials (“ACBMs”). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. If any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor’s obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided
under the Contract Documents, the Contractor’s completion of the Work or the District’s acceptance of the Work. If the Contractor fails or refuses to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District’s written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation consultants’ and attorneys’ fees, incurred by the District in connection with such removal and replacement are the joint and several responsibility of the Contractor and the Surety.

3.9.7.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about Site resulting from the Contractor’s performance of Work and other activities. The Contractor’s obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws.

3.10 Maintenance of Documents.

3.10.1 Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets (“MSDS”) accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Construction Manager, the Architect, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing (except for building codes and regulations) shall be assembled and transmitted to the Architect for delivery to the District.

3.10.2 Maintenance of Record Drawings. During the Work, the Contractor shall continuously maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. Upon the request of the District, the Construction Manager or the Architect, the Contractor shall make the Record Drawings available for review and inspection. Review and inspection of the Record Drawings during the Work is for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District’s approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District is the Contractor’s default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor’s failure or refusal to
continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Construction Manager for transmittal of the District.

3.11 Use of Site. The Contractor shall confine operations at the Site to areas permitted by the Laws, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site. The Contractor shall comply with all applicable municipal ordinances, including those limiting construction/delivery activities and haul routes. Vehicles of personnel performing or providing Work at or about the Site shall be parked only in parking spaces at or about the Site which has been specifically designated as Contractor parking areas by the Construction Manager. If parking designated for use by the Contractor is insufficient to accommodate vehicles of such personnel of the Contractor or Subcontractors, the Contractor is solely responsible for securing alternative parking arrangements without adjustment of the Contract Price or the Contract Time.

3.12 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a “broom-clean” standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a “broom-clean” condition. Before completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District. At completion of the Work, the Contractor shall clean the building interior and exterior, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal surfaces, areas where debris, dust and similar items have collected, clean and polish all glass, plumbing fixtures, finish hardware, metal/wood/stone finishes. As directed by the Construction Manager, District or Architect, the Contractor shall remove temporary fencing, barricades, planking, temporary sanitary facilities, temporary utility distributions and other temporary facilities. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The Project Inspector or Construction Manager shall be authorized to direct the Contractor’s clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

3.13 Access to the Work. The Contractor shall provide DSA, the District, the Construction Manager, the Project Inspector, the Architect and the Architect’s design consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.

3.14 Information for the Project Inspector. The Contractor shall furnish the Project Inspector with access to the Work for obtaining such information as may be necessary to keep the Project
Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.

3.15 **Patents and Royalties.** The Contractor and the Surety shall defend, indemnify and hold harmless the District from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights.

3.16 **Cutting and Patching.** The Contractor is responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. When modifying new Work or when installing Work adjacent to an existing structure/facility, the Contractor shall match, as closely as conditions of the Site and materials will allow, the finishes, textures and colors of the existing structure/facility and refinish elements of the existing structure/facility. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

3.17 **Encountering of Hazardous Materials.** If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Construction Manager, Project Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. If Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

3.18 **Wage Rates; Employment of Labor.**

3.18.1 **Determination of Prevailing Rates.** Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least 1½ times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

3.18.2 **Payment of Prevailing Rates.** There shall be paid each worker of the Contractor and Subcontractors engaged in the Work, not less than the general prevailing wage rate for the classifications of work performed, regardless of any contractual relationship which may be alleged.
3.18.3 **Prevailing Rate Penalty.** The Contractor shall, as a penalty, forfeit not more than $200 to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than $40 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than $80 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than $120 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3.18.4 **Prevailing Wage Rate Monitoring and Enforcement.** During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors to pay laborers the Prevailing Wage Rate established for the classification of work/labor performed.

3.18.5 **Payroll Records.**

3.18.5.1 **Certified Payroll Records.** Pursuant to California Labor Code §1776, the Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.

3.18.5.2 **Certified Payroll Records Submittal to Labor Commissioner.** The Contractor and all Subcontractors shall prepare and submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code §1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code §1771.4.

3.18.5.3 **Inspection and Copies of Certified Payroll Records.** The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the
Contractor on the following basis: (i) a certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within 5 working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.5, the Contractor shall have 10 days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such day period, the Contractor shall, as a penalty to the District, forfeit $25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

3.18.6 Hours of Work.

3.18.6.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, 8 hours of labor shall constitute a legal day’s work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of 8 hours per day and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and 1½ times the basic rate of pay.

3.18.6.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of $25.00 for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours per day.
3.18.6.3 Contractor Responsibility. Work performed after regular working hours or on Saturdays, Sundays or holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District. The Contractor is responsible for: (i) premium labor costs for Work on Saturdays, Sundays or holidays; and (ii) costs incurred by the District which arise out of Work performed by the Contractor at times other than regular working hours and regular working days. Upon determination of such costs, the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

3.18.7 Apprentices.

3.18.7.1 Employment of Apprentices. Apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

3.18.7.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such 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 Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the 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 Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Contractor and Subcontractors shall submit contract award information to the applicable Joint Apprenticeship Committee which 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 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.

3.18.7.3 Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. 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 site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The
Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, 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 site of the Work. 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 apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such 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 the Contractor that it employs apprentices in such craft or trade California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than $30,000.00 or 20 working days. The term “Apprenticeable Craft or Trade,” as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

3.18.7.4 Exemption From Ratios. 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 the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of 15% or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice’s life or 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. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

3.18.7.5 Contributions to Trust Funds. The Contractor or Subcontractors who perform any Work by employment of 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, to which fund or funds other contractors in the area of the Site are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices 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 such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in
3.18.7.6 Contractor’s Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, $50.00 for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

3.18.8 Employment of Independent Contractors. Pursuant to Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors’ license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. If the Contractor employs any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor’s violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor’s default under Article 15.1 of these General Conditions. The Contractor shall require Subcontractors to comply with the foregoing provisions.

3.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one 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 (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

3.20 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction
activities shall be permitted at or about the Site except during the District’s hours and days set forth in the Supplementary Conditions. Work performed outside of the hours and days noted in the Supplementary Conditions will not result in adjustment of the Contract Time or the Contract Price.

ARTICLE 4: SUBCONTRACTORS

4.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and the termination provisions of Article 15, and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District, the Project Inspector, DSA, the Construction Manager and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor’s execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Construction Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor’s failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor’s default of a material term of the Contract Documents.

4.2 Subcontractor DIR Contractor Registration.

4.2.1 No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor’s Subcontractors List.

4.2.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor is the Contractor’s verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor’s verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.

4.2.3 Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If any Subcontractor identified in the Contractor’s Subcontractors List submitted with the Contractor’s proposal for the Work is not a DIR registered contractor at the time of opening of proposals for the Work or if a Subcontractor’s DIR contractor registration lapses prior to or during a Subcontractor’s performance of Work, the Contractor shall request the District’s consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

4.3 Substitution of Listed Subcontractor.

4.3.1 Substitution Process. Any request of the Contractor to substitute a listed
Subcontractor will be considered only if such request is in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Construction Manager or attorneys’ fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.3.2 Responsibilities of Contractor upon Substitution of Subcontractor. The District’s consent to Contractor’s substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. If the District consents to substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. If the Architect determines that revised or additional Submittals are required of the newly substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than 30 days following the date of the Architect’s written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than 30 days, the Architect shall so state in its written notice to the Contractor. Revised or additional Submittals required hereunder shall conform to the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Construction Manager, Architect and/or any design consultant to the Architect or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required hereunder; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. Additional or revised Submittals are required pursuant to this Article 5.3.2 shall not result in an increase to the Contract Time or the Contract Price.

4.4 Subcontractors’ Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (i) coordinate its Work with the dependent Work; (ii) provide necessary dependent data and requirements; (iii) supply and/or install items to be built into the dependent Work of others; (iv) make appropriate provisions for dependent Work of others; (v) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Architect Supplemental Instructions) and Submittals relating to the dependent Work; and (vi) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor’s Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor’s Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor’s Work.

ARTICLE 5: INSURANCE; INDEMNITY; BONDS

5.1 Workers’ Compensation Insurance; Employer’s Liability Insurance. The Contractor shall purchase and maintain Workers’ Compensation Insurance as will protect the Contractor from claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer’s
Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by Contractor. The Employer’s Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer’s Liability Insurance required hereunder shall be as set forth in the Supplementary Conditions.

5.2 **Commercial General Liability and Property Insurance.** The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor’s operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained: (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor’s obligations under the Contract Documents; (vi) contractor pollution liability and (vii) Completed Operations.

5.3 **Builder’s Risk “All-Risk” Insurance.** Unless otherwise stipulated in the Supplementary Conditions, the District will maintain Builder’s Risk “All-Risk” Completed Value Insurance Coverage on all insurable Work included under the Contract Documents. Tools, Construction Equipment and other personal property owned, rented or leased by the Contractor or Subcontractor are not covered by the District provided Builders Risk policy. The risk of loss, damage or destruction of such items is exclusively borne by the Contractor. If the Contractor or a Subcontractor cause or contribute to a loss or claim under the Builder’s Risk insurance policy, the Contractor is solely responsible for payment of the deductible set forth in the Supplementary Conditions. At the election of the District, the District may deduct the deductible from the Contract Price.

5.4 **Insurance Policy Requirements.** Each policy of insurance required by the Contract Documents shall confirm the following requirements.

5.4.1 **Minimum Coverage Amounts.** The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

5.4.2 **Required Qualifications of Insurers.** The Contractor and Subcontractors’ policies of Commercial General Liability and Property/Casualty insurance and the Contractor’s Builders Risk insurance will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability, Property/Casualty or Builder Risk is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within 30 days of the District’s written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If
the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within 30 days of the date of the District’s issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or the Laws, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

5.4.3 Additional Named Insureds. The District, Architect, Project Inspector and Construction Manager shall be additional named insureds to the Contractor’s General Liability insurance policy.

5.5 Evidence of Insurance; Subcontractor’s Insurance.

5.5.1 Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the District. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District’s request is the Contractor’s default of a material obligation of the Contractor.

5.5.2 Subcontractors’ Insurance. Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Supplementary Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors’ Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

5.6 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District’s Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor’s responsibility for payment of damages resulting from its operations or performance.
of the Work under the Contract Documents. In no instance will the District’s exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents.

5.7 **Contractor’s Insurance Primary.** All insurance and the coverages thereunder obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, are primary and non-contributing with any policy maintained by the District. Any policy or coverage thereunder maintained by District shall be deemed excess insurance. If the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor’s Builder’s Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required of the Contractor is included in the Contract Price.

5.8 **Indemnity.** Unless arising solely out of the active negligence, gross negligence or willful misconduct the District, Project Inspector, Construction Manager or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District, the District’s Board of Education, each individual member of the Board of Education, the District’s officers, employees, agents and representatives; (ii) the Architect and its design consultants for the Work and their respective agents and employees; and (iii) the Construction Manager and its agents and employees; and (iv) the Project Inspector and its agents and employees. The Contractor’s obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys’ fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor’s obligations under the foregoing include indemnity: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Payment Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, Subcontractors, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. The obligations of the Contractor, as set forth in (v) above shall include, without limitation losses, costs, expenses, damages and other claims asserted by any other Contractor for a Bid Package of the Work or in connection with a work of improvement related to or affected by the Work. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor’s obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. If there is a judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are subject to, or bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor’s obligations hereunder are binding upon Contractor’s Performance Bond Surety and these obligations shall survive notwithstanding Contractor’s completion of the Work or the termination of the Contract, until barred by the applicable Statute of Limitations.
5.9 **Payment Bond; Performance Bond.** Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor’s faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor’s performance of the Work under the Contract Documents. The penal sum of the Performance Bond and the Payment Bond shall be 100% of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. The Surety on Bonds required under the Contract Documents shall be: (i) an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120; (ii) A.M. Best rated A- or better; and (iii) A.M. Best Financial Size Category VII or better. The Contractor’s delivery of Bonds issued by a Surety who does not meet or exceed each of the criteria set forth above will be rejected.

**ARTICLE 6: CONTRACT TIME**

6.1 **Substantial Completion of the Work within Contract Time.** Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Project Inspector as such in accordance with the Contract Documents.

6.2 **Progress and Completion of the Work.**

6.2.1 **Time of Essence.** Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

6.2.2 **Substantial Completion.** Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect, the Construction Manager and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector, the Construction Manager and the Architect shall be controlling and final.

6.2.3 **Correction or Completion of the Work after Substantial Completion.**

6.2.3.1 **Punchlist.** Upon achieving Substantial Completion of the Work, the District and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor (“the Punchlist”). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

6.2.3.2 **Time for Completing Punchlist Items.** In addition to establishing the Punchlist items pursuant to Article 7.2.3.1, the District shall, after the inspection, establish a reasonable
time for Contractor’s completion of all Punchlist items. The Contractor shall promptly and
diligently proceed to complete all Punchlist items within the time established. If the Contractor
fails or refuses, for any reason, to complete all Punchlist items within the time established,
Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4
hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all
Punchlist items, the District may in its sole and exclusive discretion and without further notice
to Contractor, elect to cause the completion of all remaining Punchlist items provided, however
that such election by the District is in addition to and not in lieu of any other right or remedy of
the District under the Contract Documents or at law. If the District elects to complete Punchlist
items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs
incurred by the District in connection herewith and the District may deduct such costs from the
Contract Price then or thereafter due the Contractor, if these costs exceed the remaining
Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are
jointly and severally liable to District for any such excess costs.

6.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been
completed in accordance with the Contract Documents, including without limitation, the
performance of all correction or completion items noted upon Substantial Completion, and the
Contract has been otherwise fully performed by the Contractor. Final Completion shall be
determined by the District upon request of the Contractor; the good faith and reasonable
determination of Final Completion by them is controlling and final.

6.2.5 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work
by the District’s Board of Education; such approval shall be submitted for adoption at the next
regularly scheduled meeting of the District’s Board of Education after the determination of Final
Completion. The commencement of any warranty or guarantee period under the Contract
Documents is date upon which the District’s Board of Education approves of the Final Acceptance
of the Work.

6.3 Construction Schedule.

6.3.1 Project Schedule. The Project Schedule is for reference purposes only. The Contractor
awarded the Contract shall comply with the District’s directives regarding the scheduling,
sequencing and coordination of the Work.

6.4 Adjustment of Contract Time. If Substantial Completion is delayed, adjustment, if any, to the
Contract Time on account of such delay shall be in accordance with this Article 7.4.

6.4.1 Excusable Delays. If Substantial Completion of the Work is delayed by Excusable
Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as
determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price.
Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes
beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material
Supplier or other person directly or indirectly engaged by the Contractor in performance of any
portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes,
unusual and unanticipated delays in transportation of equipment, materials or Construction
Equipment reasonably necessary for completion and proper execution of the Work, unanticipated
unusually severe weather conditions or DSA directive to stop the Work. Neither the financial
resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor
in performance of any portion of the Work shall be deemed conditions beyond the control of the
Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment
hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the
Contract Documents relative to the method, manner and time for Contractor’s notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor’s request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor’s request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Supplementary Conditions set forth a number of “Rain Days” to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Supplementary Conditions and such additional Rain Days shall have directly and adversely impacted the critical path of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

6.4.2 Compensable Delays. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Architect, or separate contractor employed by the District (collectively “Compensable Delays”), upon Contractor’s request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code §7102, if the Contractor’s progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor’s damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

6.4.3 Unexcusable Delays. Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

6.4.4 Adjustment of Contract Time.

6.4.4.1 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor’s waiver of the same.

6.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from
the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

6.5 **Liquidated Damages.** Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work or designated portions thereof within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District’s actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District’s damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District’s assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District’s right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor’s execution of the Agreement.

6.6 **District Right to Take-Over Work.** Unless caused by the District, Architect, Construction Manager or the Project Inspector, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment or services to maintain progress of the Work in accordance with the then current Construction Schedule after 24 hour advance written notice from the Construction Manager to the Contractor of its failure or refusal, the District may thereafter furnish or cause to be furnish such materials, labor, equipment or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule. All costs, expenses or other charges (whether direct, indirect and administrative) incurred by the District in furnishing such materials, labor, equipment or services shall be at the sole cost of the Contractor and the District may deduct the same from the Contract Price then or thereafter due the Contractor. The District’s exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of
ARTICLE 7: CONTRACT PRICE

7.1 Contract Price. The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District’s payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

7.2 Schedule of Values. Within 15 days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Schedule of Values of the Contract Price. The Schedule of Values shall be subject to review and approval by the Construction Manager and District of the form and content thereof. In the event that the District shall reasonably object to any portion of the Schedule of Values, within 10 days of the District’s receipt of the Schedule of Values, the District shall notify the Contractor, in writing of the District’s objection(s) to the Schedule of Values. Within 5 days of the date of the District’s and the Construction Manager’s written objection(s), Contractor shall submit a revised Schedule of Values to the District and the Construction Manager for review and approval. The foregoing procedure for the preparation, review and approval of the Schedule of Values shall continue until the District and the Construction Manager has approved of the entirety of the Schedule of Values. Once the Schedule of Values is approved by the District and the Construction Manager, the Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District and the Construction Manager, which may be granted or withheld in their sole reasonable discretion.

7.3 Progress Payments.

7.3.1 Applications for Progress Payments; Pencil Draft Pay Apps. During the Contractor’s performance of the Work, the Contractor shall submit monthly to the Construction Manager, Project Inspector and the Architect, “Pencil Draft” Applications for Progress Payments (“Pencil Draft Pay Apps”), on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District’s making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the District approved Schedule of Values pursuant to Article 8.2 above and such values shall be only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

7.3.2 Pencil Draft Pay Apps Review. Within ten (10) days of the Contractor’s submittal of a Pencil Draft Pay App, the Architect, Construction Manager and Project Inspector will each review the Pencil Draft Pay App and verify the extent of Work actually completed to determine the portion of the Contract Price due thereon. Upon completing the Pencil Draft Pay App review, the Architect, Construction Manager and Project Inspector will meet and confer with the Contractor to review and reconcile differences, if any, between the Work completed as determined by the Architect, Construction Manager and Project Inspector and the Work completed as indicated in the Pencil Draft Pay App. If there is disagreement between the Contractor and the Architect, Construction Manager and Project Inspector regarding the extent of Work completed and/or the portion of the Contract Price due the Contractor for the value of Work completed, the Application for Progress Payment submitted by the Contractor pursuant to Article 8.3.2 shall be based on the Work completed and portion of the Contract Price due, as determined by the Architect, Construction Manager and Project Inspector.
7.3.3 **Applications for Progress Payments.** Within five (5) days after completing the meet and confer review of the Pencil Draft Pay App pursuant to Article 8.3.2, the Contractor shall prepare and submit to the Architect and Construction an Application for Progress Payment for the extent of Work completed and the portion of the Contract Price due the Contractor determined pursuant to Article 8.3.2. Each Application for Progress Payment shall be accompanied by: (i) the form of Verification of Certified Payroll Records Submittal to Labor Commissioner, executed under penalty of perjury by the Contractor’s Superintendent and/or the Contractor PM; which verifies that all Certified Payroll Records for the Contractor and all Subcontractors for the period of time covered by the immediately preceding Application for Progress Payment have been completed and submitted in strict conformity with Labor Code §1771.4; (ii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8132 of the Contractor, Subcontractors and Material Suppliers covering the Progress Payment requested; (iii) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §8134 of the Contractor, Subcontractors and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (iv) if applicable, a current union statement reflecting that the Contractor and Subcontractors are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; (v) a certification by the Contractor that it has continuously maintained, or caused to be maintained, the Record Drawings reflecting the actual as-built conditions of the Work, it being understood that such certification is subject to verification by the District, Architect or the Construction Manager prior to disbursement of the Progress Payment; and (vi) an updated Bid Package Construction Schedule, for remaining Work activities to complete the Bid Package. For purposes of Public Contract Code §20104.50, an Application for Progress Payment is “proper” only if submitted in strict conformity to the preceding and accompanied by all documents and other materials required hereunder. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than 7 days after the District’s receipt thereof. The District’s return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

7.3.4 **District’s Disbursement of Progress Payments**

7.3.4.1 **Timely Disbursement of Progress Payments.** In accordance with Public Contract Code §20104.50, within 30 days after the District’s receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to 95% of the value of the Work indicated in the Application for Progress Payment; provided, however, that the District’s obligation to disburse any Progress Payment shall be subject to the District’s receipt of all documents set forth in Article 8.3.3 above, each and all of which are conditions precedent to the District’s obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 8.3.3, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the 30 day period hereunder for the District’s timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of...
documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

7.3.4.2 Untimely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, if the District fails to make any Progress Payment within 30 days after receipt of an undisputed and proper Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.3.3 above, and the District does not return such Application for Progress Payment within the 7 day period provided for in Article 8.3.3, the period of time for the District’s disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the 7 day return period.

7.3.4.3 District’s Right to Disburse Progress Payments by Joint Checks. Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and such Subcontractor or Material Supplier in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

7.3.4.4 No Waiver of Defective or Non-Conforming Work. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of Defective or Non-Conforming Work.

7.3.5 Progress Payments for Changed Work. The Contractor’s Applications for Progress Payment may include requests for payment on account of Changes which have been properly authorized and approved by the District, Construction Manager, Project Inspector and the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

7.3.6 Materials or Equipment Not Incorporated Into the Work.

7.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor’s submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

7.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor’s submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if such coverage is not afforded under the policy of Builder’s Risk insurance obtained by the District pursuant to the Contract Documents; and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be
vested in the District upon the District’s payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District’s exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District’s default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

7.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor’s submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment provided that each and all of the following have been complied with: (i) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment which include without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if coverage for the same is not afforded under the policy of Builder’s Risk insurance obtained by the District pursuant to the Contract Documents; and (ii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District’s payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for such materials or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District’s exercise of discretion not to make payment for such materials or equipment shall not be deemed the District’s default hereunder. In the event that the District shall elect to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (i) and (ii) of this Article 8.3.6.3 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

7.3.6.4 Materials or Equipment in Fabrication or Transit. The District will not make any payment for materials, equipment or other items of Work which are in the process of being fabricated or which are in transit to the Site of or other storage location.

7.3.7 Exclusions From Progress Payments. In addition to the District’s right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor’s Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which: (i) have not been verified pursuant to Article 8.3.2; or (ii) the Contractor does not intend to pay Subcontractors or Material Suppliers because of a dispute or any other reason.

7.3.8 Title to Work. The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefor shall, to the best of the Contractor’s knowledge, information and belief, be free
and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### 7.4 Final Payment

#### 7.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the Project Inspector will promptly make a final inspection of the Work and when the Architect and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

#### 7.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District’s obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District’s property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor’s receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §§ 8136 or 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

#### 7.4.3 Disbursement of Final Payment. Not later than 60 days following Final Acceptance, the District shall disburse the Final Payment to the Contractor, provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District’s obligation to disburse Final Payment. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount
not to exceed 150% of the amount in dispute.

7.4.4 Waiver of Claims. The Contractor’s acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor’s performance of the Contract.

7.4.5 Claims Asserted After Final Payment. Any lien, Stop Payment Notice or other claim filed or asserted after the Contractor’s acceptance of the Final Payment by Subcontractors, laborers, Material Suppliers or others in connection with or for Work performed shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys’ fees incurred by the District in connection therewith. In the event any lien, Stop Payment Notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, Stop Payment Notice or other claim, including, without limitation all costs and reasonable attorneys’ fees incurred by District in connection therewith.

7.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) Defective or Non-Conforming Work which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Payment Notice Claims filed with the District pursuant to California Civil Code §9350 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents, including without limitation, Liquidated Damages; or (viii) the Contractor’s failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Project Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld. In lieu of making payment of withheld amounts to the Contractor, the District may, in its sole exclusive discretion, apply withheld amounts to the payment and satisfactions of debts and obligations of the Contractor relating to the Work. In doing, the District shall be an agent of the Contractor for the sole and limited purpose of making payment(s) to others for the Work on behalf of the Contractor; payments made by the District pursuant to the foregoing shall be deemed payments to the Contractor and the Contract Price shall be adjusted to reflect such payment(s). The District shall not be liable to the Contractor or others for its good faith decision to make or not make payment(s) of amounts withheld from the Contractor pursuant to the foregoing. If the District elects to make payments to other of amounts withheld from the Contractor, the District may do so without prior judicial determination; the
District will render the Contractor a complete and accurate accounting of amounts withheld and paid to others on behalf of the Contractor.

7.6 **Payments to Subcontractors.** The Contractor shall pay Subcontractors for Work performed in accordance with the terms of their respective Subcontracts and as provided for pursuant to Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. If the Contractor fails to make payment to Subcontractors pursuant to Public Contract Code §10262, the provisions of Public Contract Code §10253 shall apply; by this reference, the provisions of Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to “the director” shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

7.7 **Substitute Security for Retention.** Eligible and equivalent securities may be substituted for Retention at the request and expense of the Contractor pursuant to California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, the Contractor must request substitution of eligible and equivalent securities for Retention prior to or concurrently with first Pencil Draft Pay App. Failure to do so is the Contractor’s waiver of rights under Public Contract Code §22300. If the Contractor requests substitution of eligible and equivalent securities for Retention, the form and content of the Escrow Agreement therefor shall be as set forth in the Contract Documents.

7.8 **Job Cost Reporting Software.**

7.8.1 **Job Cost Reporting.** The Contractor and Subcontractors with a Subcontract valued at $500,000 or greater shall use job cost reporting software to record and account for costs incurred to complete the Work. The job cost software utilized by the Contractor and Subcontractors is subject to District review and acceptance. The job cost reporting software shall be updated in regular intervals of not more than one (1) calendar month.

7.8.2 **Job Cost Reporting Requirements.** The job cost software utilized by the Contractor and Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Schedule of Values and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and Subcontractors shall be capable of: (i) providing overall cost status on a monthly and cumulative basis; (ii) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (iii) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

7.8.3 **Job Cost Reporting Information.** Upon request of the District or the Construction Manager, the Contractor and Subcontractors shall make available written job cost reports and provide electronic files of the then current or requested job cost report. The foregoing are material obligations of the Contractor under the Contract Documents.

**ARTICLE 8: CHANGES**

8.1 **Changes in the Work.**

8.1.1 **District Directed Changes.** The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed
with any Change involving an adjustment of the Contract Price or the Contract Time without prior written authorization from the District. The District may direct Changes to bring the Work or the Project into compliance with environmental requirements or standards established by the Laws enacted after award of the Contract.

8.1.2 Construction Change Document (“CCD”). The Architect may issue CCDs directing Changes to the Work which may or may not involve potential adjustment of the Contract Time or Contract Price. CCDs may require DSA approval depending upon the nature of the change. The Contractor shall promptly commence and diligently complete Change(s) subject to CCDs issued by the Architect. Agreement between the District and Contractor as to adjustment of the Contract Time or Contract Price, if any, as a result of a CCD is not a condition precedent to the Contractor’s obligation to commence and complete work changed by CCDs. Failure of the District and Contractor to have reached agreement as to adjustment of the Contract Time or Contract Price, if any, for changes incorporated into a CCD shall not be an excuse for the Contractor’s failure to promptly commence and diligently complete changes subject to a CCD.

8.1.3 Contractor Responsibilities. The Contractor shall promptly commence and diligently complete Changes incorporated into ASIs, CCDs and District written directives. The Contractor is not relieved its obligation to commence and complete such Changes if full agreement is not reached between the District and the Contractor concerning the extent of Contract Time or Contract Price adjustment(s) on account of such Changes. The issuance of a Change Order incorporating ASIs, CCDs or District written directives is not a condition precedent to the Contractor’s obligation to commence and complete such Changes. Responsibility for notice of Changes to a Surety is solely that of the Contractor.

8.2 Oral Order. Changes to the Project will be authorized in writing. Any oral order, direction, instruction, interpretation, or determination of the District or the Architect (collectively referred to as “Instructions”) which in the opinion of the Contractor is a Change to the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be considered as a potential Change only if the Contractor gives the Construction Manager and Architect written notice within 10 days of issuance of the Instruction and prior to acting in accordance therewith. Time is of the essence in Contractor’s written notice so that the District can promptly investigate and consider measures to address the Instruction giving rise to Contractor’s notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within 10 days of such Instruction is the Contractor’s waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such Instruction. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the Instruction that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such Instruction shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

8.3 Contractor Proposed Change Order (“PCO”). Within 10 days of: (i) the District’s issuance of a written directive to Change to the Work; (ii) the Architect’s issuance of an ASI or a CCD; or (iii) Instructions which the Contractor believes constitutes Changes, the Contractor shall submit a PCO to the Construction Manager, Architect and District conforming to the requirements established in Division 1, Section 01 26 00 of the Contract Documents. If the Contractor fails to timely submit PCOs pursuant to the foregoing, the District’s determination of the extent of adjustment to the Contract Price or the Contract Time on account of (i) District issued written directive to Change to the Work; (ii) the Architect’s issuance of an ASI or a CCD; or (iii) Instructions which the Contractor believes constitutes Changes, is conclusive, final and binding on the Contractor without any further
right of appeal or subsequent further adjustment of the Contract Price or the Contract Time. The Contractor’s proposed adjustment of the Contract Price incorporated into a PCO shall be a lump sum. The District shall have 15 days to review PCOs and submit to the Contractor, the District’s full or partial acceptance/rejection of the Contract Price adjustment(s) proposed in a PCO. If the District fully or partially accepts the Contractor’s proposed Contract Price adjustment, the District accepted proposed Contract Price adjustment shall be incorporated into a Change Order. Notwithstanding the District’s rejection or partial acceptance of the proposed Contract Price adjustment incorporated into a PCO, the Contractor shall continue to diligently complete Changes subject to a subsequent resolution of the extent of Contract Price adjustment.

8.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

8.4.1 Adjustments to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

8.4.1.1 Lump Sum Mutual Agreement. The District and the Contractor will agree by negotiation and mutual agreement on a lump sum amount based on the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District or the Architect, the Contractor shall provide a detailed estimate of costs directly associated with a Change along with cost breakdowns of the components of the Change and supporting data/documentation. The Contractor’s estimate of costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the Construction Manager and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

8.4.1.2 Actual Cost Determination by the District. Alternately the District, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above, will determine the adjustment amount based upon actual and necessary costs incurred by the Contractor on the basis of the Contractor’s records. In the event that the procedure set forth in this Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District’s determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Architect and the Project Inspector, in writing, not more than 15 days from the date of the District’s written notice, of any objection to the District’s determination. Failure of the Contractor to timely notify the District, the Architect and the Project Inspector of Contractor’s objections to the District’s determination of the extent of adjustment to the Contract Price shall be deemed Contractor’s acceptance of the District’s determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District’s determination. Notwithstanding any objection of the Contractor to the District’s determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.2, Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

8.4.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1.1 or 9.4.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

8.4.1.3.1 Labor. Contractor shall be compensated for the costs of labor actually
and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

8.4.1.3.2 Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from the source closest to the Site and delivery to the Site. If discounts are available for materials used in the performance of Changes, they shall be credited to the District. If materials and/or equipment used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District’s obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

8.4.1.3.3 Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes. Use of such Construction Equipment in the performance of Changes shall be compensated in increments of 15 minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the Site from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor is not entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes if the Construction Equipment or tools have a replacement value of $500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not
exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Construction Manager, Architect, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

8.4.1.3.4 Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), supervision/coordination, general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Supplementary Conditions, regardless of the number or tier of Subcontractors, performing any portion of any Change to the Work. If a Change reduces the Contract Price, no profit, supervision/coordination, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Supplementary Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

8.4.1.3.5 Contractor Maintenance of Records. If the Contractor is directed to perform any Change pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.6, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change. If more than one Change is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each Change. If any Subcontractor provides or performs any portion of a Change, Contractor shall require that each Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor’s Superintendent or Contractor’s authorized representative; such signature shall be deemed Contractor’s representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor relating to the costs of a Change to the Work shall be signed by such Subcontractor’s authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, Construction Manager, the Architect or the Project Inspector upon request. If the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change is determined pursuant to this Article, the District’s reasonable good faith determination of the extent of adjustment to the Contract Price on account of such
Change shall be final, conclusive, dispositive and binding upon Contractor, without right of appeal or further review. Contractor’s obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes.

8.4.2 Adjustment to Contract Time. In the event of Change(s) pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. If any Change requires an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor is not be precluded from the recovery of damages arising therefrom pursuant to Public Contract Code §7102. Damages, if any, recoverable by the Contractor for District caused delays pursuant to Public Contract Code §7102 shall be limited to direct damages consisting of: (i) increased costs of labor or materials as a direct and proximate result of District caused delays to critical path work; and (ii) increased Site costs for support facilities/services for the period of District caused delays. Damages for District caused delays exclude: (i) home-office overhead; (ii) unabsorbed home-office overhead; (iii) loss of prospective economic advantage; (iv) loss or impairment of bonding capacity; and (v) other consequential damages.

8.5 Change Orders. If the District approves of a Change and the Contract Price/Contract Time adjustment on account thereof, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price. All Change Orders are in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of Changes incorporated into the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor’s attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order is null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District’s Board of Education approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District’s approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

8.6 Unilateral Change Order. A Unilateral Change Order is a written Change Order issued by or on behalf of the District before the Contractor and District have agreed on the extent of adjustment of the Contract Time or the Contract Price relating to the Change reflected in a Unilateral Change Order. A Unilateral Change Order shall describe the scope and nature of the Change and set forth
the adjustment to the Contract Time and Contract Price, if any. The District shall forward to the Contractor a copy of the Unilateral Change Order (for information only) at least 5 days prior to the date of the District’s Board of Education meeting to review and consider approval of the Unilateral Change Order. Any Unilateral Change Order issued hereunder shall be binding upon the District and Contractor upon action of the District’s Board of Education to ratify or approve such Unilateral Change Order. The objections, if any, of the Contractor to the extent of adjustment of the Contract Time or the Contract Price on account of the Change(s) incorporated into a Unilateral Change Order shall be submitted in writing by the Contractor to the District, Construction Manager and Architect not more than 10 days after the date of the District’s Board of Education action to approve or ratify a Unilateral Change Order. The absence of the Contractor’s written objections to a Unilateral Change Order within the time set forth above shall be deemed the Contractor’s acceptance of the Contract Time and/or Contract Price adjustment set forth in a Unilateral Change Order for the Changes described therein and the Contractor shall be deemed to have knowingly waived any right or remedy to seek additional adjustments of the Contract Time or the Contract Price on account of Change(s) incorporated into such a Unilateral Change Order.

8.7 Disputed Changes. In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change to the Work or the adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor’s failure or refusal to so proceed with such Work may be deemed to be Contractor’s default of a material obligation of the Contractor under the Contract Documents.

8.8 Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.

8.9 Unauthorized Changes. Any Work beyond the extent of Work shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect, the Construction Manager and the Project Inspector in the manner and within the time set forth in Article 9.2 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor’s sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 9: UNCOVERING AND CORRECTION OF WORK

9.1 Inspection of the Work.

9.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Construction Manager, the Architect and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Construction Manager, the Architect, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

9.1.2 Limitations upon Inspections. Inspections, tests, measurements, or other acts of the Architect, the Construction Manager and the Project Inspector hereunder are for the sole purpose
of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform to the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

9.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the Construction Manager, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Project Inspector, be uncovered for observation by the Architect, Construction Manager and the Project Inspector and be replaced at the Contractor’s expense without adjustment of the Contract Time or the Contract Price.

9.3 Rejection of Work. Prior to the District’s Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Defective/Non-Conforming Work may be rejected by the District, the Construction Manager the Architect or the Project Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

9.4 Correction of Work. The Contractor shall promptly correct Defective/Non-Conforming Work rejected by the District, the Construction Manager, the Architect or the Project Inspector, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect’s services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor’s correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

9.5 Removal of Defective/Non-Conforming Work. The Contractor shall, at its sole cost and expense, remove from the Site all Defective or Non-Conforming Work which is not corrected by the Contractor or accepted by the District.

9.6 Failure of Contractor to Correct Work. If the Contractor fails to commence to correct Defective/Non-Conforming Work within 3 days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor’s expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials 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 the Contractor, including without limitation compensation for the Architect’s services, attorneys’ fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety are jointly and severally liable to the District for the difference.

9.7 Acceptance of Defective/Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Defective/Non-Conforming Work, instead of requiring its removal and
correction, in which case the Contract Price shall be reduced as appropriate and equitable.

ARTICLE 10: WARRANTIES

10.1 Workmanship and Materials. The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work and workmanship shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

10.2 Warranty Work. If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than 7 days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said 7 day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor’s Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District’s Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor’s Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The scope of obligations under the Performance Bond include without limitation, the Contractor’s warranty obligations arising by operation of law and/or under the Contract Documents.

10.3 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor’s execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

10.4 Survival of Warranties. The provisions of this Article 13 shall survive the Contractor’s completion of Work under the Contract Documents, the District’s Final Acceptance or the termination of the Contract.
ARTICLE 11: SUSPENSION OF WORK

11.1 District’s Right to Suspend Work. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District’s directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

11.2 Adjustments to Contract Price and Contract Time. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor’s overhead, general administrative costs or profit, all of which will remain as reflected in the Schedule of Values submitted by the Contractor pursuant to the Contract Documents. In the event of the District’s suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 12: TERMINATION

12.1 Termination for Cause.

12.1.1 District’s Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor’s default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor’s property on account of the Contractor’s insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to Subcontractors, Material Suppliers, laborers or others for labor, materials or equipment; (v) if the Contractor disregards the Laws; (vi) if the Contractor disregards proper directives of the Architect, the Project Inspector or District under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and negligently or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least 7 days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District’s right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or the Laws.

12.1.2 District’s Rights upon Termination. If the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or
otherwise, and may exclude the Contractor from the Site. The District may take possession of the Work and of all of the Contractor’s tools, appliances, Construction Equipment, machinery, materials, and plant which may be on the Site, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District’s right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the Site or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. The District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. If the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

12.1.3 Completion by the Surety. If the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within 20 days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

12.1.4 Assignment and Assumption of Subcontracts. The District shall, in its sole and exclusive discretion, have the option of requiring Subcontractors or Material Supplier to perform in accordance with their Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

12.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District’s direct and indirect costs and expenses for completing the Work, including without limitation, attorneys’ fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District’s costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and the Surety are jointly and severally liable to the District for costs exceeding the remaining Contract Price balance.

12.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys’ fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

12.1.7 Conversion to Termination for Convenience. If the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

12.1.8 District’s Rights Cumulative. In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by the Laws or under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall
12.2 Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have Subcontracts or Purchase Orders assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District’s convenience.

ARTICLE 13: MISCELLANEOUS

13.1 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

13.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

13.3 Successors and Assigns. Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

13.4 Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

13.5 Severability. In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

13.6 No Assignment by Contractor. The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District’s approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

13.7 Gender and Number. Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine
and neuter, the singular number shall include the plural and the plural number shall include the singular.

13.8 Independent Contractor Status. In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District. Nothing contained herein shall be deemed or construed as creating a relationship of employer and employee between the District and the Contractor or any Subcontractors, employees of the Contractor or Subcontractors or their respective agents and representatives. Neither the Contractor, Subcontractors nor any employees of the Contractor or Subcontractors are entitled to any rights or privileges of District employees.

13.9 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

13.10 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District’s written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

13.11 Claims Resolution; Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 (“Section 9204”) provided, however, that the Contractor’s initiation of Section 9204 procedures is expressly subject to the Contractor’s prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

13.11.1 Claim Defined. The term “Claim” shall be as defined in Section 9204.

13.11.2 Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. “Reasonable documentation” includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

13.11.3 District Claim Review Statement. Within forty five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim (“Claim Review Statement”). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not
constitute an adverse finding of Claim merit or the Contractor’s responsibility or qualifications.

13.11.4 Meet and Confer.

13.11.4.1 Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute (“Meet and Confer”). The Contractor’s Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor’s Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

13.11.4.2 Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim (“Meet and Confer Statement”).

13.11.5 Non-Binding Mediation.

13.11.5.1 Contractor Initiation. The Contractor may request nonbinding mediation (“Mediation”) of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor’s Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor’s right to demand Mediation procedures under Section 9204.

13.11.5.2 Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor’s demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

13.11.5.3 Mediation Procedures. Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

13.11.5.4 Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

13.11.5.5 Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

13.11.5.6 Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor’s compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.
13.11.6 Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District’s credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

13.11.7 Subcontractor Claims.

13.11.7.1 Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively “Subcontractor”) lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor (“Subcontractor Claim”). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor’s written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

13.11.7.2 Contractor Certification of Subcontractor Claim. The District’s review of Subcontractor Claims is expressly subject to the Contractor’s submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor’s review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

13.11.7.3 District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for District conduct of the Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

13.11.7.4 Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

13.11.8 Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor, whether on behalf of itself or a Subcontractor, against the District for money or damages, including without limitation Claims or portions thereof remaining in dispute after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings pursuant to...
the following is the Contractor’s compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.  

13.11.9  **Section 20104.4 Dispute Resolution Procedures; Claims Less Than $375,000.** Any Claim, or portion thereof, in dispute after completion of the Section 9204 non-binding dispute resolution procedures and the Government Code Claims Process which is equal to or less $375,000 shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Section 9204 procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has commenced.

13.11.10  **Binding Arbitration of Claims Exceeding $375,000.**

13.11.10.1  **JAMS Arbitration.** Any Claim, or portion thereof in dispute after completion of the Section 9204 procedures and the Government Code Claims Process which exceeds $375,000 and any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services (“JAMS”) in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

13.11.10.2  **Demand for Arbitration.** A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor’s Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s).

13.11.10.3  **Discovery.** In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

13.11.10.4  **Arbitration Award.** The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The
confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

13.11.10.5 Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators’ fees but excluding attorneys’ fees, to the prevailing party.

13.11.10.6 Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Project Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of ab arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

13.11.10.7 Inapplicability to Bid Bond. The arbitration proceedings described above are not applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond. All claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

13.11.11 Limitation on Special/Consequential Damages. In the event of the District’s breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

13.12 Capitalized Terms. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

13.13 Attorneys’ Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorneys’ fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

13.14 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith
be physically amended to make such insertion or correction.

13.15 **Days.** Unless otherwise expressly stated, references to “days” in the Contract Documents shall be deemed to be calendar days.

13.16 **Prohibited Interests.** No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.

13.17 **Entire Agreement.** The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF DOCUMENT]
SUPPLEMENTARY CONDITIONS

1. Application of Supplementary Conditions. These Supplementary Conditions are a part of the Contract Documents for the Work generally described as:

Floor Covering Replacement Projects
Hughes and Montague Elementary Schools
Bid 1095

Unless otherwise noted, all provisions of these Supplementary Conditions apply to the Work and obligations of all Bid Packages.

2. Drawings and Specifications. The District will, without charge or cost, provide two (2) set(s) of the Contract Documents to the Contractor. The Contractor may obtain additional sets of the Contract Documents at the cost of reproduction.

3. Mark-Ups on Changes to the Work. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

3.1 Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by Subcontractors of any tier shall be 15%. In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to 5% of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.

3.2 Contractor Performed Changes. For the portion of any Change performed by the Contractor’s own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be 15%.

3.3 Bond Premium Costs. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor’s actual bond premium rate or 1.5% of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

3.4 Exclusion of Sales/Use Taxes from Mark-Ups. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.
### 4. Contractor/Subcontractor Insurance

Pursuant to Article 6 of the General Conditions, the Contractor shall maintain at all times adequate insurance to protect the District from claims under Worker’s Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. Contractor’s insurance to be primary. The Contractor is required to file with the District certificates of insurance naming the Santa Clara Unified School District, its Board, officers, employees and agents, by endorsement, as additional insured parties to the coverage, prior to the start of work for:

#### 4.1 Contractor:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Per applicable law</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>(Including coverage for bodily injury, death property damage, and motor vehicle liability)</td>
<td></td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Contractor’s Pollution Liability and Asbestos Pollution Liability Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

#### 4.2 Subcontractors:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Per applicable law</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>(Including coverage for bodily injury, death property damage, and motor vehicle liability)</td>
<td></td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

#### 4.3 Other Insurance Provisions.

- Automobile liability coverage shall include “Owned, Non-Owned, and Hired” vehicles.

- The Automobile policy or Contractor’s Pollution Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by Contractor or Subcontractor pursuant to the Contract.

- Contractor’s Pollution Liability shall not contain lead-based paint or asbestos exclusions.

- Waiver of Subrogation. Contractor shall grant to the District a waiver of any rights of subrogation which any insurer of contractor may acquire against the District by virtue of the payment of any loss. Contractor shall agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement. The Workers’ Compensation Insurance policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees or Subcontractors.

- Insurance Policy Terms; Evidence of Insurance. Prior to commencement of Work at the Site, the Contractor shall deliver Certificates of Insurance to the District evidencing that each of the required policies of insurance of the Contractor and each Subcontractor have been obtained. Failure or refusal of the Contractor to deliver such Certificates of Insurance shall be deemed Contractor’s default in.
performance of a material obligation hereunder. Each policy of insurance required hereunder and the Certificates of Insurance evidencing such coverage shall include provisions that: the coverage afforded under each policy of insurance will not be canceled, modified or allowed to elapse without at least thirty (30) days prior written notice of the same to the District. If the District maintains any insurance policy or coverage which overlaps with insurance or coverage required of the Contractor hereunder, the insurance and coverage required of the Contractor hereunder shall be primary with any policy or coverage obtained by the District. The Contractor shall obtain and maintain all required insurance coverage without adjustment of the Contract Sum; the Contractor shall be responsible for deductible payments, if any, under any policy of insurance obtained hereunder.

4.4 Builders Risk Insurance. Pursuant to Paragraph 6.3 of the General Conditions, the District provided Builders Risk policy deductible amount for which the Contractor will bear responsibility if the Contractor causes or contributes to an insurable loss under the Builders Risk Policy is hereby established at $10,000.00.

5. Critical Path Milestone Dates. Pursuant to Article 7 of the General Conditions, the Master Project Schedule shall establish Critical Path Milestone completion dates for the determination of Liquidated Damages.

6. Liquidated Damages. Pursuant to Paragraph 7.5 of the General Conditions, the per diem rate of Liquidated Damages for delayed submission of Submittals, delayed Substantial Completion and delayed Final Completion of each Bid Package are as follows:

6.1 Delayed Substantial Completion. If Substantial Completion for the project is not achieved on or before the Substantial Completion date stated in the Master Project Schedule, and if a Contractor for a Bid Package fails to achieve a Critical Path Milestone date established in the Master Project schedule for that Bid Package and if such failure contributes to the Delayed Substantial Completion, then that Contractor shall be liable to the District for Liquidated Damages follows:

All Bid Packages $2,500.00 per day

6.2 Delayed Final Completion. The date of Final Completion, including completion of all Punchlist items shall be established according to Article 7.2 of the General Conditions. Such date for Final Completion shall not be less than 30 days after the Milestone Date for Substantial Completion unless agreed to pursuant to Article 7.2 of the General Conditions. If Final Completion is not achieved by the Final Completion Date, the Contractor shall be liable to the District for Liquidated Damages from the date established for Final Completion, until the date that all Punchlist items are actually completed as set forth below.

All Bid Packages $500.00 per day

6.3 Surety Liability. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for Liquidated Damages due from the Contractor.

7. General Conditions Paragraph 7.4.2 “Compensable Delays”. Delete paragraph and substitute the following (changes underlined).
7.4.2 Compensable Delays. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Architect, or separate contractor employed by the District (collectively “Compensable Delays”), upon Contractor’s request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code §7102, if the Contractor’s progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor’s damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. The foregoing notwithstanding, if the Contractor meets its burden of proof to establish that it incurred unabsorbed home office overhead costs as a result of a Compensable Delay, the Contractor shall be entitled to recover unabsorbed home office overhead costs attributable to the Compensable Delay at the per diem rate set forth in the Unit Price Proposal portion of the Contractor’s Bid Proposal. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

8. Waste and Recycling Records. The Contractor shall maintain detailed written records of the kind, type, nature and quantity of recycled materials during the Work. All such records shall be maintained in the manner required by the Laws and shall be available for inspection by the District, Project Inspector, Construction Manager or Architect upon request. Handling, transportation and disposition of recycled materials shall be in accordance with the Laws. The Contractor is solely responsible for failure to maintain recycled materials records or for the handling, transportation or disposition of recycled materials in accordance with the Laws.

[END OF SECTION]
HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

1. PART 1: GENERAL

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. PART 2: PRODUCTS

a. Notice of Hazardous Waste or Materials

b. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

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

   (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

c. Contractor’s written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

d. In response to Contractor’s written notice, the District shall investigate the identified conditions.

e. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

f. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole
or in part. District will determine entitlement to or the amount or extent of an
adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion
of Work, or performing the Work by others.

- If Contractor stops Work in connection with any hazardous condition and in any area
  affected thereby, Contractor shall immediately redeploy its workers, equipment, and
  materials, as necessary, to other portions of the Work to minimize delay and disruption.

### 3. Additional Warranties and Representations

- Contractor represents and warrants that it, its employees, and its subcontractors and
  their employees, shall at all times have the required levels of familiarity with the Site
  and the Work, training, and ability to comply fully with all applicable laws and
  contractual requirements for safe and expeditious performance of the Work, including
  whatever training is or may be required regarding the activities to be performed
  (including, but not limited to, all training required to address adequately the actual or
  potential dangers of Contract performance).

- Contractor represents and warrants that it, its employees, and its subcontractors and
  their employees, shall at all times have and maintain in good standing any and all
  certifications and licenses required by applicable federal, state, and other governmental
  and quasi-governmental requirements applicable to the Work.

- Contractor represents and warrants that it has studied carefully all requirements of the
  Specifications regarding procedures for demolition, hazardous waste abatement, or
  safety practices, specified in the Contract, and prior to submitting its bid, has either (a)
  verified to its satisfaction that the specified procedures are adequate and sufficient to
  achieve the results intended by the Contract Documents, or (b) by way of approved "or
  equal" request or request for clarification and written Addenda, secured changes to the
  specified procedures sufficient to achieve the results intended by the Contract
  Documents. Contractor accepts the risk that any specified procedure will result in a
  completed Project in full compliance with the Contract Documents.

### 4. Monitoring and Testing

- District reserves the right, in its sole discretion, to conduct air monitoring, earth
  monitoring, Work monitoring, and any other tests (in addition to testing required under
  the agreement or applicable law), to monitor Contract requirements of safe and
  statutorily compliant work methods and (where applicable) safe re-entry level air
  standards under state and federal law upon completion of the job, and compliance of
  the work with periodic and final inspection by public and quasi-public entities having
  jurisdiction.

- Contractor acknowledges that District has the right to perform, or cause to be
  performed, various activities and tests including, but not limited to, pre-abatement,
  during abatement, and post-abatement air monitoring, that District shall have no
obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

c. Notwithstanding District’s rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor’s own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

   (1) The protection of the public health, welfare and environment;

   (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

   (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

   (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations...
and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate “Hazardous Waste Manifests” on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:

(1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

(2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for
promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Refer to Project Manual Table of Contents, Specifications Division 9 for listing of or included

1.2 SUMMARY

A. This Section includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Access to site.
   4. Coordination with occupants.
   5. Work restrictions.
   7. Miscellaneous provisions.

B. Related Sections include:
   1. Section 00 24 13 “Bid Package 09.01 Flooring” for site access and use
      requirements.

1.3 PROJECT INFORMATION

A. Project Identification: Hughes Elementary School
   4949 Calle De Escuela
   Santa Clara CA 95051

   Montague Elementary School
   50 Laurie Avenue
   Santa Clara CA 95054

B. Owner: Santa Clara Unified School District
   1889 Lawrence Road
   Santa Clara, CA 95051
   (408) 423-2000

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the removal of existing
   carpet, CT and mastic base, and the installation of new carpet, resilient flooring, and base.
B. Refer to Project Manual Table of Contents, Specifications Division 9 for listing of or included

C. Type of Contract: Project will be constructed under a single contract agreement, to be administered by the District

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways and Entrances: Keep driveways, parking areas, loading areas, and entrances serving premises clear and available to Owner, Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

   1. Do not allow waste material, rubbish, or construction debris to accumulate in public areas such as hallways, stairs, lobbies, and toilet rooms.

D. Do not unreasonably encumber site with materials or equipment. Confine stockpiling of materials and location of storage areas to areas indicated, or if not indicated, as directed by Owner.

1.6 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform Work so as not to interfere with Owner’s operations. Maintain existing exits, unless otherwise indicated.

   1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

   2. Provide not less than 2 working days notice to the District of activities that will affect Owner’s operations.
B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before prior to Owner acceptance of the completed Work.

2. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.

3. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1. WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to normal business working hours of 7:00 AM to 5:00 PM, Monday through Friday, except as otherwise indicated.

C. Do not perform work during the following times until written permission from Construction Manager has been obtained:

1. Weekends.
2. Early mornings before 7:00 AM.
3. Evenings after 5:00 PM.

D. Do not perform the following types of work until written agreement as to allowable times has been obtained from Construction Manager:

1. Work involving utility shutdowns.
2. Concrete or asphalt cutting or other noisy activity.

E. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify Construction Manager and Owner not less than 5 working days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without written permission from Owner.
F. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
   1. Notify Owner not less than 5 working days in advance of proposed disruptive operations.
   2. Do not proceed with disruptive operations without written permission from Owner.

G. Use of tobacco products including smoking and other controlled substances on the Project site is prohibited.

1.8 SPECIFICATION AND DRAWING FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format CSI’s “MasterFormat” numbering system, 2010 edition.
   1. Division 01 General Requirements: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
   2. Imperative mood and streamlined language are generally used in the Specifications. The words “shall,” “shall be,” or “shall comply with,” depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   3. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specification Sections.
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

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

1.2 SUMMARY
A. Section includes administrative and procedural requirements for substitutions.
B. Related Requirements:
   1. Contract “General Conditions”, for additional requirements such as deadline for submitting substitution requests and definition of “District Standards”.

1.3 DEFINITIONS
A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS
A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES acceptable to the Division of the State Architect.

j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order or Work Change Directive.

b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1. Contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between Contractors over concurrently selectable but incompatible products, District will determine which products shall be used.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: District will consider Contractor’s request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Contractor's construction schedule.
   d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   e. Requested substitution is compatible with other portions of the Work.
   f. Requested substitution has been coordinated with other portions of the Work.
   g. Requested substitution provides specified warranty.
   h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 35 days after the Notice of Award of Contract by the Board of Trustees. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: District will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, District will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include:
      1) compensation for redesign and evaluation services,
      2) increased cost of DSA plan-check and approval,
      3) increased cost of testing and inspections,
      4) increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Substitution request is fully documented and properly submitted.
   e. Requested substitution will not adversely affect Contractor's construction schedule.
   f. Requested substitution has received necessary approvals of authorities having jurisdiction.
   g. Requested substitution is compatible with other portions of the Work.
   h. Requested substitution has been coordinated with other portions of the Work.
   i. Requested substitution provides specified warranty.
   j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 01 Specification Sections apply to this Section.

1.2 SUMMARY
A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

Related Requirements:
1. Contract “General Conditions”.
2. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 CHANGES IN THE WORK
A. The District will issue Construction Change Documents (CCD) authorizing Changes in the Work, which may or may not involve changes to the Contract Price or Contract Time.
B. Written authorization by the District will be by Work Change Directive (WCD) or Change Order (CO).
C. Changes to the Contract Price or Contract Time will be made by Change Order according to Article 8 of General Conditions.

1.4 PROPOSAL REQUESTS
A. Owner-Initiated – Requests for Quotation (RFQ):
The District will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Requests for Quotations are not instructions either to stop work in progress or to execute the proposed change.
2. Unless a shorter time period is specified in RFQ, within 10 working days after receipt of Request, submit a Proposed Change Order (PCO) in accordance with paragraph 9.3 “Proposed Change Order (PCO)” in Article 9 of General Conditions.
B. Contractor-Initiated – Change Order Proposals (PCO): If in the Contractor’s opinion, changed conditions require modifications to the Contract, Contractor shall within 10 days submit a Proposed Change Order (PCO) to the District in accordance to Article 8 of General Conditions.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposed Change Order (PCO), The District will issue a Change Order for signatures of Owner and Contractor.

1.6 WORK CHANGE DIRECTIVE

A. Work Change Directive (WCD): The District may issue a Work Change Directive when necessary to expedite the Work and avoid or minimize delays. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work and designates method to be followed to determine change in the Contract Sum or the Contract Time.

2. Adjustments to Contract Price will be by either Mutual Agreement or Actual Cost according to Article 8.4 of General Conditions.

B. Documentation: Maintain detailed records of work performed on a time and material basis under the Work Change Directive.

1. Work Change Directives will be issued with a unique identification number. Records pertaining to a WCD such as daily time sheets, packing lists and delivery tickets must include the WCD number.

C. Disputed Work: The District may issue a Work Change Directive for work that the Contractor or Owner considers or may consider as a change that requires or may require a change to the Contract Price or Contract Time.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

1. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Document 00 72 00 “General Conditions”, Article 7 “Contract Price” regarding Contract requirements for Schedule of Values, initial, progress and final payments.

2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor’s construction schedule.

1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to the District at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Application for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. District Contract Number.
   c. Payment Application Number.
   d. Period From Date, Period To Date
   e. Contractor’s name and address.
   f. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.

4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site.

   b. Obtain approval from the District prior to including items stored off-site.

5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.

6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.

7. Schedule of Values Revisions: Revise the schedule of values when approved Change Orders result in a change in the Contract Sum. Include at least one separate line item for each approved Change Order.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments submitted to District and paid for by Owner.

B. Payment Application Times: Submit Draft Schedule of Values for approval to the District by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Submit one copy of Application for Payment after receipt of approved Draft Schedule of Values from the District

   1. Entries shall match data on the approved schedule of values
   2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders approved by the Board of Trustees issued before last day of construction period covered by application.

D. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
   a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
   b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
   c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

E. Transmittal: Submit one signed original copy of Application for Payment to Construction Manager. Include waivers of lien, Certified Payroll Records Submittal to Labor Commissioner Verification, and similar attachments if required.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. Insurance Certificates.
2. Performance and Payment Bonds.
4. List of subcontractors.
5. Schedule of values.
6. Contractor's construction schedule (preliminary if not final).
H. Application for Payment at Substantial Completion: After the District issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

J. Submit Final Payment Application for Retention on a separate form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SUBMITTALS

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, Contractor's Submittals and Schedules, Drawings and Specifications;

B. Special Conditions.

1.02 SECTION INCLUDES:

A. Definitions:

(1) Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are 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 all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.

(2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.

(3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

B. Product Data, and other items as specified, in accordance with the following requirements:

(1) Contractor shall submit all Product Data to the District.
(2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Product Data.

(3) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.

(4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Product Data.

(5) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.

(6) Contractor shall certify on submittals for review that submittals conform to Contract requirements. In event of any variance, Contractor shall specifically state in transmittal, portions vary and require approval of a substitute. Also certify that Contractor-furnished equipment can be installed in allocated space.

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

(8) Upon demand by District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

(1) Contractor shall prepare its proposed submittal schedule to the District within ten (10) days after the date of the Notice to Proceed.

(2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.

(3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.
1.03 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of two (2) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution. Electronic copies acceptable in lieu of hard copies, unless submittals request color selection, or as requested by District.

B. Contractor shall submit six (2) copies of a complete list of all major items electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable. Electronic copies acceptable in lieu of hard copies, unless submittals request color selection, or as requested by District.

C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies. Electronic copies acceptable in lieu of hard copies, unless submittals request color selection, or as requested by District.

D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested. Electronic copies acceptable in lieu of hard copies, unless submittals request color selection, or as requested by District.

1.04 SAMPLES:

A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.

B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

   (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.

   (2) Samples must show full range of texture, color, and pattern.

C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.

D. Samples to be shipped prepaid or hand-delivered to the District.
E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.

F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.

G. District's and/or Architect’s review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.

H. After a material has been approved, no change in brand or make will be permitted.

I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.

J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.

K. Field Samples and Mock-Ups are to be removed by Contractor at District’s direction:
   (1) Size: As Specified.
   (2) Furnish catalog numbers and similar data, as requested.

1.05 REVIEW AND RESUBMISSION REQUIREMENTS:

A. The District will arrange for review of Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within ten (10) days after receipt or within ten (10) days after receipt of all related information necessary for such review, whichever is later.

B. One (1) copy of product or materials data will be returned to Contractor with the review status.

C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.

D. Contractor shall revise and resubmit any Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Product Data, and other submittal(s), within seven (7) days after
receipt thereof or within seven (7) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.

E. Contractor may proceed with any of the Work covered by Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District’s notes and comments.

F. Contractor shall not begin any of the work covered by a Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.

G. Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (7) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.

H. Neither the review nor the lack of review of any Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.

I. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

[END OF SECTION]
ABBREVIATIONS AND ACRONYMS

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, Definitions;
B. Special Conditions.

1.02 DOCUMENT INCLUDES:

A. Abbreviations used throughout the Contract Documents.
B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1. AA The Aluminum Association
2. AAMA American Architectural Manufacturers Association
3. AASHTO American Association of State Highway and Transportation Officials
4. ABPA Acoustical and Board Products Association
5. ACI American Concrete Institute
6. AGA American Gas Association
7. AGC Associated General Contractors of America
8. AHC Architectural Hardware Consultant
9. AI Asphalt Institute
10. AIA American Institute of Architects
11. AIEE American Institute of Electrical Engineers
12. AISC American Institute of Steel Construction
13. AISI American Iron and Steel Institute
14. AMCA Air Moving and Conditioning Association
15. ANSI American National Standards Institute
16. APA American Plywood Association
17. ARI Air Conditioning and Refrigeration Institute
18. ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers
19. ASME American Society of Mechanical Engineers
20. ASSE American Society of Structural Engineers
21. ASTM American Society of Testing and Materials
22. AWPB American Wood Preservers Bureau
23. AWPI American Wood preservers Institute
24. AWS American Welding Society
25. AWSA American Welding Society Code
26. AWI Architectural Woodwork Institute
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<th>Abbreviation</th>
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<tr>
<td>27.</td>
<td>AWWA</td>
<td>American Water Works Association</td>
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<td>28.</td>
<td>BIA</td>
<td>Brick Institute of America</td>
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<td>29.</td>
<td>CCR</td>
<td>California Code of Regulations</td>
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<td>30.</td>
<td>CLFMI</td>
<td>Chain Link Fence Manufacturers Institute</td>
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<td>31.</td>
<td>CMG</td>
<td>California Masonry Guild</td>
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<td>CRA</td>
<td>California Redwood Association</td>
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<td>33.</td>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<td>34.</td>
<td>CS</td>
<td>Commercial Standards</td>
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<td>35.</td>
<td>CSI</td>
<td>Construction Specifications Institute</td>
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<td>36.</td>
<td>CTI</td>
<td>Cooling Tower Institute</td>
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<td>37.</td>
<td>FGMA</td>
<td>Flat Glass Manufacturer’s Association</td>
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<td>FIA</td>
<td>Factory Insurance Association</td>
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<td>Federal Specification</td>
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<td>FTI</td>
<td>Facing Title Institute</td>
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<td>GA</td>
<td>Gypsum Association</td>
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<td>43.</td>
<td>ICC</td>
<td>International Code Council</td>
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<td>44.</td>
<td>IEEE</td>
<td>Institute of Electrical and Electronic Engineers</td>
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<td>45.</td>
<td>IES</td>
<td>Illumination Engineering Society</td>
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<td>46.</td>
<td>LIA</td>
<td>Lead Industries Association</td>
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<td>47.</td>
<td>MIA</td>
<td>Marble Institute of America</td>
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<td>MLMA</td>
<td>Metal Lath Manufacturers Association</td>
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<td>49.</td>
<td>MS</td>
<td>Military Specifications</td>
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<td>50.</td>
<td>NAAMM</td>
<td>National Association of Architectural Metal Manufacturers</td>
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<td>NBHA</td>
<td>National Builders Hardware Association</td>
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<td>NBFU</td>
<td>National Board of Fire Underwriters</td>
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<td>53.</td>
<td>NBS</td>
<td>National Bureau of Standards</td>
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<td>54.</td>
<td>NCMA</td>
<td>National Concrete Masonry Association</td>
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<td>NEC</td>
<td>National Electrical Code</td>
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<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
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<td>NFPA</td>
<td>National Fire Protection Association/National Forest Products Association</td>
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<td>NMWIA</td>
<td>National Mineral Wool Insulation Association</td>
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<td>NTMA</td>
<td>National Terrazzo and Mosaic Association</td>
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<td>NWMA</td>
<td>National Woodwork Manufacturer’s Association</td>
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<td>61.</td>
<td>ORS</td>
<td>Office of Regulatory Services (California)</td>
</tr>
<tr>
<td>62.</td>
<td>OSHA</td>
<td>Occupational Safety and Health Act</td>
</tr>
<tr>
<td>63.</td>
<td>PCI</td>
<td>Precast Concrete Institute</td>
</tr>
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<td>64.</td>
<td>PCA</td>
<td>Portland Cement Association</td>
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<tr>
<td>65.</td>
<td>PDCA</td>
<td>Painting and Decorating Contractors of America</td>
</tr>
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<td>66.</td>
<td>PDI</td>
<td>Plumbing Drainage Institute</td>
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<td>67.</td>
<td>PEI</td>
<td>Porcelain Enamel Institute</td>
</tr>
<tr>
<td>68.</td>
<td>PG&amp;E</td>
<td>Pacific Gas &amp; Electric Company</td>
</tr>
<tr>
<td>69.</td>
<td>PS</td>
<td>Product Standards</td>
</tr>
<tr>
<td>70.</td>
<td>SDI</td>
<td>Steel Door Institute; Steel Deck Institute</td>
</tr>
<tr>
<td>71.</td>
<td>SJI</td>
<td>Steel Joist Institute</td>
</tr>
<tr>
<td>72.</td>
<td>SSPC</td>
<td>Steel Structures Painting Council</td>
</tr>
<tr>
<td>73.</td>
<td>TCA</td>
<td>Tile Council of America</td>
</tr>
<tr>
<td>74.</td>
<td>TPI</td>
<td>Truss Plate Institute</td>
</tr>
<tr>
<td>75.</td>
<td>UBC</td>
<td>Uniform Building Code</td>
</tr>
<tr>
<td>76.</td>
<td>UL</td>
<td>Underwriters Laboratories Code</td>
</tr>
<tr>
<td>77.</td>
<td>UMC</td>
<td>Uniform Mechanical Code</td>
</tr>
<tr>
<td>78.</td>
<td>USDA</td>
<td>United States Department of Agriculture</td>
</tr>
<tr>
<td>79.</td>
<td>VI</td>
<td>Vermiculite Institute</td>
</tr>
<tr>
<td>80.</td>
<td>WCLA</td>
<td>West Coast Lumberman’s Association</td>
</tr>
<tr>
<td>81.</td>
<td>WCLB</td>
<td>West Coast Lumber Bureau</td>
</tr>
<tr>
<td>82.</td>
<td>WEUSER</td>
<td>Western Electric Utilities Service Engineering Requirements</td>
</tr>
<tr>
<td>83.</td>
<td>WIC</td>
<td>Woodwork Institute of California</td>
</tr>
<tr>
<td>84.</td>
<td>WPOA</td>
<td>Western Plumbing Officials Association</td>
</tr>
</tbody>
</table>

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT
MATERIALS AND EQUIPMENT

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, Purchase of Materials and Equipment;

B. Special Conditions;

1.02 MATERIAL AND EQUIPMENT

A. Only items approved by the District and/or Design Professional shall be used.

B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

A. Color selections have be made and approved for all pertinent materials and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals, the items may be ordered.

B. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.

B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.

C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.

F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.

G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are to be used in the Project unless otherwise approved by District.

2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to “standard specifications” and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.
3.02 COORDINATION

A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor’s failure to coordinate will be at no additional cost to District.

B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer’s recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as “installed complete,” “operable condition,” “for use intended,” “connected to all utilities,” “terminate with proper cap,” “adequately anchored,” “patch and refinish,” “to match similar,” should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer’s approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER’S RECOMMENDATIONS

All installations shall be in accordance with manufacturer’s published recommendations and specific written directions of manufacturer’s representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT
TEMPORARY FACILITIES AND CONTROLS

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;
B. Special Conditions;
C. Site Standards; and
D. Construction Waste Management and Disposal.

1.02 TEMPORARY UTILITIES:

A. Electric Power and Lighting:

(1) Contractor may use the District’s existing utilities.

(2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.

(3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

(4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.

B. Heat and Ventilation:

(1) Contractor may use existing HVAC in buildings to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions.

(2) Contractor shall provide forced ventilation and dehumidification, as required if existing systems are not adequate, of enclosed areas for proper installation and
curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.

(3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, as required, including costs for fuel consumed, required for the performance of the Work.

C. Water:

(1) Contractor may use the District's existing utilities.

(2) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

(1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the District or Contractor completes all other work at the Site.

(2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the District.

E. Telephone Service:

(1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone or have a cellular phone number for a contact.

(2) Contractor shall pay the costs for telephone line, maintenance, service, and removal if a cellular phone is not available.

F. Fire Protection:

(1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

(2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

(1) Contractor shall provide trash removal on a timely basis. Under no circumstance shall Contractor use District trash service.
H. Field Office:

(1) If Contractor chooses to provide a field office, it shall be an acceptable construction trailer that is well-lit and ventilated. Trailer and equipment are the property of the Contractor and must be removed from the Site upon completion of the Work. Contractor may use the corridor adjacent to the construction area for an office area, if approved in writing by District.

(2) Contractor shall provide any additional electric lighting and power required for the trailer. Contractor shall make adequate provisions for heating and cooling as required.

1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

(1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

(2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

B. None of the District’s tools and equipment shall be used by Contractor for the performance of the Work.

1.04 BARRIERS AND ENCLOSURES:

A. Contractor shall obtain the District’s written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

D. Tree and Plant Protection:
(1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.

(2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.

(3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.

(4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.

(5) Excavation around Trees:
   (a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
   (b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.
   (c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
   (d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
(e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

(f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY:

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

1.06 TEMPORARY CONTROLS:

A. Noise Control:

(1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

(2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration:

(1) Equipment and impact tools shall have intake and exhaust mufflers.

(2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

(1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.

(2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

(3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
(4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

(1) Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution:

(1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

(2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

(1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.07 PUBLICITY RELEASES:

A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the District.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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;
B. Special Conditions; and
C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

A. Administrative and procedural requirements for the following:
   (1) Salvaging non-hazardous construction waste.
   (2) Recycling non-hazardous construction waste.
   (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

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

A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of fifty percent (50%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.

B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons or cubic yards.
4. Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
5. Quantity of waste recycled, both estimated and actual in tons or cubic yards.
6. Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

H. Qualification Data: For Waste Management Coordinator.
I. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.07 WASTE MANAGEMENT PLAN:

A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

(1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

(2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

(3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

(4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

(5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

(6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

(1) Comply with Document 01 50 00 for operation, termination, and removal requirements.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

(1) Distribute waste management plan to everyone concerned within 3 days of submittal return.

(2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

(1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

(2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

(1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.

(a) Inspect containers and bins for contamination and remove contaminated materials if found.
Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

Stockpile materials away from construction area. Do not store within drip line of remaining trees.

Store components off the ground and protect from the weather.

Remove recyclable waste off District property and transport to recycling receiver or processor.

### D. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag material.

3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

### E. Site-Clearing Wastes: Chip brush, branches, and trees on site.

### F. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

### G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

### 3.03 DISPOSAL OF WASTE:

### A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
(2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF SECTION
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 PRODUCTS

A. Products are as defined in the General Conditions.

B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.

B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.

C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.

C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.
D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.

F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT
CONTRACT CLOSEOUT AND FINAL CLEANING

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, Completion of Work;
B. Special Conditions;
C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

A. Contractor shall execute final cleaning prior to final inspection as pertains to the Project.
B. Contractor shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, mop and dry transparent and glossy surfaces, mop and dry new vinyl floor surfaces according to manufacturer’s recommendations, vacuum carpeted and soft surfaces.
C. Contractor shall clean equipment and fixtures to a sanitary condition.
D. Contractor shall replace filters of operating equipment.
E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

1.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

A. Contractor shall legibly mark each item to record actual construction, including:
(1) Field changes of dimension and detail.

(2) Details not on original Contract Drawings

(3) Changes made by modification(s).

(4) References to related Shop Drawings and modifications.

B. Contractor will provide one set of Record Drawings in hard copy and in pdf to District.

C. Contractor shall submit all required documents in hard copy and pdf to District prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

C. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

D. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

B. Contractor shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT
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, Warranty/Guarantee Information;

B. Special Conditions.

1.02 FORMAT

A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.

B. Cover: Contractor shall identify each binder with typed or printed title “WARRANTIES” and shall list title of Project.

C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.

D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

E. All documents included in binders above will also be delivered to the District in pdf.

1.03 PREPARATION:

A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty blank until the date of completion is determined.

B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.

C. Contractor shall co-execute submittals when required.
D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

A. For equipment or component parts of equipment put into service during construction with District’s permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.

B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District’s approval of Contractor’s final Application for Payment.

C. For items of work delayed beyond date of completion, Contractor shall provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 - PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT
RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Resilient wall base.
2. Molding accessory

B. Related Sections include the following:

1. Division 9 Section 09 65 19 “Resilient Tile Flooring”
3. Division 9 Section 09 68 13 “Tile Carpeting”

1.3 SUBMITTALS

A. Product Data: Provide 2 hard copies and pdf file of manufacturer’s technical data and installation instructions for each type of product indicated.

B. Samples for Initial Selection: Actual sections for each type of product indicated, from manufactures full range of colors and patterns available.

C. Samples for Verification: For each type of product indicated, in manufacturer’s standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.

D. Maintenance Data: Provide 2 hard copies and pdf file for each type of resilient products used to include in maintenance manuals. (Project Close Out Item)

1.4 QUALITY ASSURANCE

A. Provide resilient flooring products, including wall base, accessories and subfloor preparation products from one manufacturer to ensure color matching and compatibility.

B. Where ever possible, provide required resilient wall base and accessories produced by a single manufacturer.

Santa Clara Unified School District
Floor Covering Replacement Project
Hughes and Montague Elementary Schools 09 65 13 – 1 Resilient Base and Accessories
1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 65 deg F or more than 90 deg F.

1.6 PROJECT CONDITIONS

A. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:
   1. 48 hours before installation.
   2. During installation.
   3. 48 hours after installation.

B. After post-installation period, maintain temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 95 deg F.

C. Install resilient products after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS (Project Close-Out Item)

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Nora Systems, Inc. by Interface

2.2 COLORS AND PATTERNS

A. Colors and Patterns: Slate Grey 6235

2.3 RESILIENT WALL BASE

A. Nora Wall Base

B. Type (Material Requirement): Nora rubber compound 999
2.4  MOLDING ACCESSORY


B. Material: Rubber.

Profile and Dimensions: By Manufacturer.

C. Description: Joiner-transition strip for tile to carpet, provide applicable molding to create flush transitions and finished edges.

1. Pemko
2. National metal shapes

D. Material: Aluminum

Profile and Dimensions: by manufacturer to meet ADA.

2.5  INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturers for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

C. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.

   1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
   2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.

B. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.

C. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.

D. Apply concrete slab primer, if required and recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer’s directions.

E. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

   1. Do not install resilient products until they are the same temperature as the space where they are to be installed.

F. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 RESILIENT WALL BASE INSTALLATION

A. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

B. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

C. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
D. Do not stretch wall base during installation.

E. On masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.

F. Pre-molded Corners: Install pre-molded corners before installing straight pieces.

3.4 ACCESSORY INSTALLATION

A. Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor coverings that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

A. Perform the following operations immediately after completing resilient product installation:
   1. Remove adhesive and other blemishes from exposed surfaces.
   2. Sweep and vacuum surfaces thoroughly.
   3. Damp-mop surfaces to remove marks and soil.

   a. Do not wash surfaces until after time period recommended by manufacturer.

B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.

   1. Apply protective floor polish to stair accessory surfaces that are free from soil, visible adhesive, and surface blemishes if recommended in writing by manufacturer.

      a. Use commercially available product acceptable to manufacturer.
      b. Coordinate selection of floor polish with Owner's maintenance service.

   2. Cover stair accessory products with un-dyed, untreated building paper until Substantial Completion.

   3. Do not move heavy and sharp objects directly over stair accessories. Place plywood or hardboard panels over surfaces and under objects while they are being moved. Slide or roll objects over panels without moving panels.

3.6 PROJECT CLOSE OUT

A. See individual headings in this section for exact requirements.
PART 1  GENERAL

1.1  RELATED DOCUMENTS

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

1.2  SUMMARY

This Section includes Resilient Vinyl Sheet Flooring and accessories as shown on the drawings and as indicated in the requirements of this section.

A. Other Division 9 sections for floor finishes related to this section but not the work of this section.

1.3  SUBMITTALS

A. Product Data: 2 hard copies and pdf file for each type of product indicated.

B. Samples for Initial Selection: For each type of floor covering indicated.

C. Samples for Verification: In manufacturer's standard size, but not less than 6-by-9-inch sections of each different color and pattern of floor covering required.

D. Heat-Welded Seam Samples: For each flooring product and welding bead color and pattern combination required; with seam running lengthwise and in center of 6-by-9-inch Sample applied to a rigid backing and prepared by Installer for this Project.

E. Maintenance Data: Provide 2 hard copies and pdf file for each type of resilient products used to include in 2 maintenance manuals. (Project Close-Out Item)

1.4  QUALITY ASSURANCE

A. Select and installer who is experienced and competent in the installation of Armstrong resilient sheet flooring using heal-welded seams and the use of Armstrong Flooring subfloor preparation products.

   1. Engage installers certified as Armstrong Commercial Flooring Certified Installers
   2. Confirm installer’s certification by requesting their credentials.

B. Fire Performance Characteristics: Provide resilient vinyl sheet flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test
methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:

1. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store floor coverings and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store rolls upright.

1.6 PROJECT CONDITIONS

A. Maintain temperatures within range recommended by manufacturer, but not less than 65 deg. F or more than 85 deg F, in spaces to receive floor tile during the following time periods:
   3. 48 hours before installation.
   4. During installation.
   5. 48 hours after installation.

C. After post installation period, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.

D. Close spaces to traffic during floor covering installation.

E. Close spaces to traffic for 48 hours after floor covering installation.

F. Install floor coverings after other finishing operations, including painting, have been completed.

1.7 WARRANTY (Project Close-Out Item)

A. Manufacturer’s Warranty: Submit manufacturer’s standard warranty document.

1.8 EXTRA MATERIALS (Project Close-Out Item)

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

   1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, in roll form and in full roll width for each color, pattern, and type of floor covering installed.

   2. Deliver stock of maintenance materials to Owner and obtain a written verification of delivery.
PART 2 - PRODUCTS

2.1 RESILIENT VINYL SHEET FLOORING

Manufacturer: Armstrong Flooring Inc.

A. Product: Homogeneous Sheet Vinyl Flooring, Medintone with Diamond 10 Coating
   1. Description: An unbacked, nonlayered, homogeneous sheet vinyl flooring. Protected by a diamond-infused UV-cured polyurethane finish, the colors and pattern detail are dispersed uniformly throughout the thickness of the product. Color pigments are insoluble in water and resistant to cleaning agents and light.
   2. Homogeneous sheet flooring shall conform to the requirements of ASTM F1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing
   3. Width: 2 Meters (6 ft. 7 in.)
   4. Length: 30 Meters (98.4 Linear Feet)
   5. Gauge: 2.0mm (0.080”)
   6. Pattern and Color: Gray Light H5301
   7. ASTM F 1515 Resistance to Light – Max. Avg. ΔE ≤ 8
   9. Product shall be heat weldable

2.2 INSTALLATION MATERIALS

A. Adhesives: Provide Armstrong S-599 Vinyl Sheet Flooring Adhesive Premium Commercial adhesive for field areas, Armstrong S-580 Flash Cove Adhesive at flash coving, and S-725 Wall Base Adhesive at the wall base, as recommended by the flooring manufacturer.

B. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

C. Heat-Welding Bead: Vinyl weld rod as produced by Armstrong Flooring, Inc.
   1. Color: Gray Light H5301

D. Wall Base Materials:
   1. For integral flash cove base: Provide integral flash cove wall base by extending sheet flooring 6 in. (15.24 cm) up the wall using adhesive, welding rod, and accessories recommended and approved by the flooring manufacturer. Cap Strip: Square metal approved by floor covering manufacturer.
PART 3  EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.

3.2 PREPARATION

A. Prepare substrates according to manufacturer’s written recommendations to ensure adhesion of floor coverings.

B. Concrete Substrates: Prepare according to ASTM F 710.
   1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
   2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
   3. Moisture Testing: (By independent testing agency) Costs for testing shall be borne by the Contractor and shall make all coordination and arrangements with the testing agency. No extra costs will be allowed if flooring installation is postponed due to unacceptably high level of moisture.
      a. Perform anhydrous calcium chloride test, ASTM F 1869 48 hours prior to scheduled installation. One test device for each 400 sq. ft. of floor area to receive indicated flooring material. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
      b. Copies of test reports shall be submitted to the Architect and the Inspector of Record.
      c. Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
      d. If moisture level does not drop below the acceptable level before the remainder of the project is completed, a Notice of Completion will be recorded subject to other requirements of these documents.
      e. One-and-one-half times the cost of the flooring (materials and labor) will be withheld from the Contractor’s final payment. The amount withheld will be released to the Contractor upon completion of all flooring work.

C. Remove substrate coatings and other substances that are incompatible with floor covering adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.

D. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.
E. Apply concrete slab primer, if required and recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer’s directions.

F. Move floor coverings and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
   1. Do not install floor coverings until they are same temperature as space where they are to be installed.

G. Sweep and vacuum clean substrates to be covered by floor coverings immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION


B. Lay out vinyl sheet resilient floor coverings as follows:
   1. Maintain uniformity of floor covering direction.
   2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in floor covering substrates.
   3. Match edges of floor coverings for color shading at seams.
   4. Avoid cross seams.

C. Scribe and cut floor coverings to butt neatly and tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings.

D. Extend floor coverings into toe spaces, door reveals, closets, and similar openings.

E. Maintain reference markers, holes, or openings that are in place or marked for future cutting by repeating on floor coverings as marked on substrates. Use chalk or other nonpermanent marking device.

F. Install floor coverings on covers for telephone and electrical ducts and similar items in installation areas. Maintain overall continuity of color and pattern with pieces of floor coverings installed on covers. Tightly adhere floor covering edges to substrates that abut covers and to cover perimeters.

G. Adhere floor coverings to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

H. Heat-Welded Seams: Comply with ASTM F 1516. Rout joints and use welding bead to permanently fuse sections into a seamless floor covering. Prepare, weld, and finish seams to
produce surfaces flush with adjoining floor covering surfaces. Prepare heat-welded seams with special routing tool supplied for this purpose and heat weld with vinyl welding rod in seams. Use methods and sequence of work in conformance with written instructions of the flooring manufacturer. Finish all seams flush and free from voids, recesses, and raised areas.

I. Integral Flash Cove Base: Cove floor coverings 6 inches, unless otherwise indicated, up vertical surfaces. Support floor coverings at horizontal and vertical junction by cove strip. Butt at top against cap strip. Provide integral flash cove wall base where shown on the drawings, including cove fillet support strip and top edge cap trim. Construct flash cove base in accordance with the flooring manufacturer's instructions. Heat-weld seams as specified for those on the floor.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after completing floor covering installation:
   1. Remove adhesive and other blemishes from floor covering surfaces.
   2. Sweep and vacuum floor coverings thoroughly.
   3. Damp-mop floor coverings to remove marks and soil.
      a. Do not wash floor coverings until after time period recommended by manufacturer.

B. Protect floor coverings from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
   1. Apply protective floor polish to surfaces that are free from soil, visible adhesive, and blemishes if recommended in writing by manufacturer.
   2. Do not move heavy and sharp objects directly over floor coverings. Place plywood or hardboard panels over floor coverings and under objects while they are being moved. Slide or roll objects over panels without moving panels.

[END OF SECTION]
RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Linoleum floor tile.

B. Related Sections include the following:
   1. Division 9 Section "Resilient Base and Accessories" for resilient wall base, reducer strips, and other accessories installed with resilient floor tile.

1.3 SUBMITTALS

A. Product Data: 2 hard copies and pdf file of manufactures technical data and installation instructions for each type of product indicated.

B. Samples for Initial Selection: Actual sections for each type of product indicated, from manufactures full range of colors and patterns available.

C. Samples for Verification: Full-size units of each, indicating full range of color and pattern of resilient floor tile required.

D. Maintenance Data: Provide 2 hard copies and pdf file for each type of resilient products used to include in maintenance manuals. (Project Close-Out Item)

1.4 QUALITY ASSURANCE

A. Wherever possible, provide required resilient flooring and accessories produced by a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 65 deg F or more than 90 deg F. Store tiles on flat surfaces.
1.6  PROJECT CONDITIONS

A. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. After post installation period, maintain temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 95 deg F.

C. Close spaces to traffic during floor covering installation.

D. Close spaces to traffic for 48 hours after floor covering installation.

E. Install resilient products after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until latter have been cured sufficiently dry to achieve bond with adhesive as determined by manufacturers recommended moisture test.

1.7  WARRANTY (Project Close-Out Item)

A. Manufacturer’s Warranty: Submit manufacturer’s standard warranty document.

1. Warranty Period: 10 year standard manufacturer’s warranty.

1.8  EXTRA MATERIALS (Project Close-Out Item)

B. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Floor Tile: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.
2. Provide written verification of delivery from Owner.

PART 2 - PRODUCTS

2.1  MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.
2.2 COLORS AND PATTERNS

A. Colors and Patterns: T3120- ROSATO

2.3 LINOLEUM FLOOR TILES

A. Linoleum Floor Tile: ASTM F 1700.
   1. Forbo Linoleum Inc.; Marmoleum Dual Tile (District Standard – No Substitution)
   2. Homogeneous linoleum of primary natural materials consisting of linseed oil, wood flour, rosin binders and pigments mixed and calendered using a two layered process on a polyester back to ensure optimum dimensional stability and castor resistance per (EN 425).

B. Type: Smooth Surface.

C. Thickness: 2.0 mm, unless otherwise indicated.

D. Size: 13 by 13 inches

E. Backing: Polyester

F. Static Load Limit: 1500 pounds per square inch (ASTM F970)

G. Fire-Test-Response Characteristics:
   1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm per ASTM E 648.

2.4 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

C. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to manufacturer’s written recommendations to ensure adhesion of resilient products.

B. Concrete Substrates: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
3. Moisture Testing: (By independent testing agency) Costs for testing shall be borne by the Contractor and shall make all coordination and arrangements with the testing agency. No extra costs will be allowed if flooring installation is postponed due to unacceptably high level of moisture.
   a. Perform anhydrous calcium chloride test, ASTM F 1869 48 hours prior to scheduled installation. One test device for each 400 sq. ft. of floor area to receive indicated flooring material. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
   b. Copies of test reports shall be submitted to the Architect and the Inspector of Record.
   c. Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
   d. If moisture level does not drop below the acceptable level before the remainder of the project is completed, a Notice of Completion will be recorded subject to other requirements of these documents.
   e. On-and-one-half times the cost of the flooring (materials and labor) will be withheld from the Contractor’s final payment. The amount withheld will be released to the Contractor upon completion of all flooring work.

C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.

D. Access Flooring Panels: Remove protective film of oil or other coating using method recommended by access flooring manufacturer.

E. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.

F. Apply concrete slab primer, if required and recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer’s directions.
G. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

1. Do not install resilient products until they are same temperature as space where they are to be installed.

H. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 TILE INSTALLATION

A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.

1. Lay tiles square with room axis unless otherwise indicated

B. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.

1. Lay tiles with grain running in one direction unless otherwise indicated.

C. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.

D. Extend tiles into toe spaces, door reveals, closets, and similar openings.

E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.

F. Install tiles on covers for telephone and electrical ducts and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of tile installed on covers. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.

G. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

H. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after completing resilient product installation:
1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp mop surfaces to remove marks and soil.
   a. Do not wash surfaces until after time period recommended by manufacturer.

B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.

1. Apply protective floor polish to horizontal surfaces that are free from soil, visible adhesive, and surface blemishes if recommended in writing by manufacturer.
   a. Use commercially available product acceptable to manufacturer.
   b. Coordinate selection of floor polish with Owner's maintenance service.
2. Cover products installed on horizontal surfaces with undyed, untreated building paper until Substantial Completion.
3. Do not move heavy and sharp objects directly over surfaces. Place hardboard or plywood panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

3.5 PROJECT CLOSE OUT

A. See individual headings in this section for exact requirements.

[END OF SECTION]
TILE CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes carpet tile, walk off matt carpet tile and installation.

B. Related Sections include the following:
   1. Division 9 Section "Resilient Wall Base and Accessories" for resilient wall base and accessories installed with carpet tile.

1.3 SUBMITTALS

A. Product Data: Provide 2 hard copies and pdf file or each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation methods.

B. Shop Drawings: Show the following:
   1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
   2. Existing flooring materials to be removed.
   3. Existing flooring materials to remain.
   4. Carpet tile type, color, and dye lot.
   5. Type of subfloor.
   6. Type of installation.
   7. Pattern of installation.
   8. Pattern type, location, and direction.
   10. Type, color, and location of insets and borders.
   11. Type, color, and location of edge, transition, and other accessory strips.
   12. Transition details to other flooring materials.

C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
1. Carpet Tile: Two full-size Samples.
2. Exposed Edge Stripping and Accessory: 12-inch-long Samples.

D. Product Schedule: Use same room and product designations indicated on Drawings and in schedules.

E. Maintenance Data: Provide two hard copies and pdf file for carpet tile to include in maintenance manuals specified in Division 1. Include the following: (Project Close-Out Item)

1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer’s recommended maintenance schedule.
2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.

B. Manufacturer Qualifications: Carpet Mill with not less than 40 years of continuous production experience with carpet similar to types specified in this section; and whose published product literature clearly indicates general compliance of products with requirements of this section. Manufacturer shall be a member of the Carpet and Rug Institute (CRI).

C. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.


1.5 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with CRI 104, Section 5, "Storage and Handling."

1.6 PROJECT CONDITIONS

A. General: Comply with CRI 104, Section 6.1, "Site Conditions; Temperature and Humidity."

B. Environmental Limitations: Do not install carpet tile until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
C. Do not install carpet tile over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

D. Where demountable partitions or other items are indicated for installation on top of carpet tile, install carpet tile before installing these items.

1.7 WARRANTY (Project Close-Out Item)

A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Special Carpet Warranty: Written warranty, signed by Contractor, Installer and Manufacturer (Carpet Mill) agreeing to repair or replace defective carpet and workmanship that does not comply with requirements or that fails within specified warranty period. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination.

1. Warranty Period: 2 years from date of Substantial Completion.

2. Additionally, the Manufacturer shall provide the following warranties:
   a. Wear:
      Lifetime limited wear warranty.
   b. Colorfastness:
      10 year colorfastness to light.
      5 year colorfastness to atmospheric contaminants.
   c. Edge Ravel:
      Lifetime warranty.
   d. Delamination:
      Lifetime warranty.
   e. Stain Removal
      10 year stain removal limited guarantee.
   f. Tuft Bind
      Average 20 pound tuft bind (wet or dry when tested in accordance with ASTM D-1335).

1.8 EXTRA MATERIALS (Project Close-Out Item)

A. Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Carpet Tile:
   Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd.

2. Obtain written verification of delivery from Owner.
PART 2 - PRODUCTS

2.1 CARPET TILE

A. Products: Subject to compliance with requirements, provide one of the following:


2.2 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided by or recommended by carpet tile manufacturer. Where floors require extensive leveling or repair necessitating several thicknesses of leveling compound, use “Vi-Tex” leveling compound (Industrial Prouducts, Inc., Burlington, Ca).

B. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and that is recommended by carpet tile manufacturer.

C. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

D. Primer and Adhesives for Edge Guards and Transition Strips: Water proof type recommended by edge/strip manufacturer for specific application.

E. Carpet edge guard, metallic with two inch wide anchorage flange; colors as selected by Owner from standard colors available within the industry.

F. Miscellaneous Materials: As recommended by manufacturer of carpet tiles, and selected by Installer to meet Project circumstances and requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Verify that substrates and conditions are satisfactory for carpet tile installation and comply with requirements specified.

B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
2. Subfloor finishes comply with requirements specified in Division 3 Section "Cast-in-Place Concrete" for slabs receiving carpet tile.
3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

C. For wood subfloors, verify the following:
   1. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.

C. Apply concrete slab primer, if required and recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer’s directions.

D. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.

E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

A. General: Comply with CRI 104, Section 13, "Carpet Modules (Tiles)."

B. Installation Method: As recommended in writing by carpet tile manufacturer.

C. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
D. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings. Undercut doors as required to accommodate carpet tiles.

E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.

F. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after installing carpet tile:

1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
2. Remove yarns that protrude from carpet tile surface.

B. Protect installed carpet tile to comply with CRI 104, Section 15, "Protection of Indoor Installations."

C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

[END OF SECTION]