INFORMATION SHEET 02/13/18 TRUSTEES' MEETING

ATTACHMENT: 7.3

TO: Jim Bridges

FOR: Board of Trustees

FROM: Mindy Maxedon

ISSUE: Prop 39 RFP Documents

Richard Dunlap (RGM & Associates) has been working with Bright Schools to complete the bid package for our Proposition 39 projects. The bid documents are included for review. I am also including the timeline of events for the Request for Proposal process.

If approved this evening, the work will be completed over the summer.

Please note that there were seven HVAC units approved for replacement at Monticello – 6 in the horseshoe rooms and one in the Administration-Kindergarten building. The district is proposing we may replace three additional units at district expense. Replacing the three additional units will allow for replacement of 100% of existing units in the Administration/Kindergarten building. Otherwise, only one unit would be replaced. We plan to use Deferred Maintenance funds (Fund 14) to purchase these additional units.

Subsequent to the bid walk, RGM will prepare an addendum to respond to questions and provide clarification of the specifications. In the addendum, we will include an additive alternate for the three additional units. The specific cost will be separately detailed for only those units which will allow the district to then decide to proceed (or not).

The contract will be presented to the Board for approval at our April meeting.

Prop 39 Project Schedule
Jefferson School District

Proposed Schedule:

Board Meeting	2/13/2018	
Bid Adv # 1	2/23/2018	
Bid Adv # 2	3/2/2018	
Job-walk	3/6/2018	
Bid Opening	3/20/2018	
Board Approval	4/17/2018	
NOA	4/18/2018	
NTP	4/25/2018	
Procurement (start)	4/25/2018	52
Procurement (end)	6/16/2018	
Construction (Start)	6/17/2018	39
Construction (End)	7/26/2018	
Close-out (Start)	7/27/2018	10
Close-out (End)	8/6/2018	

Green: Bid Phase
Red: Award Phase
Blue: Construction Phase

Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

Schedule

Mandatory Pre-Bid:	**Date: March 6, 2018** **Time: 3:00 PM** **Place: Anthony C Traina Elementary School** **4256 Windsong Dr** **Tracy, CA 95377**
Bid Opening	**Date: March 20, 2018** **Time: 2:00 PM** **Place: Jefferson School District Office** **1219 Whispering Wind Drive** **Tracy, CA 95377**
Contract Duration	**Date:** 101 **calendar days from Notice to Proceed**

Forms that must be completed by all bidders and returned by bid opening.

1. Bid Form
2. Alternates and Unit Pricing
3. Designation of subcontractors
4. Non-Collusion Affidavit (notarized)
5. Bid Bond
6. Information Required of bidder
7. Signed Document regarding Workers Compensation

DOCUMENT 00010

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END OF DOCUMENT 00010

DOCUMENT 00116

JEFFERSON SCHOOL DISTRICT
TRACY, CALIFORNIA
NOTICE TO CONTRACTORS CALLING FOR BIDS

Project: Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

Bid Deadline: March 20, 2018 at 2:00 pm

Location of Bid Receipt and Opening: Bid Receipt: Jefferson School District Office, 1219 Whispering Wind Drive, Tracy, California 95377.

Bid Opening: District Office, Reception Desk with official Bid Clock.

NOTICE IS HEREBY GIVEN that the District, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed bids for the award of a Contract for the above referenced public works project. All inquires concerning this bid shall be directed to RGM and Associates, a construction management firm representing the District; Jamie Henriques, 3230 Monument Way, Concord, CA 94518, (925)768-0430, JamieH@rgmassociates.com.

Each bid must conform to the requirements of the Drawings and Project Manual and other documents comprising the Contract Documents. Prime contractors may obtain electronic copies by emailing Jamie Henriques.

The work of this bid package involves: Removal and Replacement of HVAC units and electrical lighting systems as set forth in the plans and specifications.

Each Bid shall be accompanied by a cashier's check or a bid bond in an amount not less than ten percent (10%) of the total bid price, payable to the Jefferson School District.

The District requires that the bidder possess one or more of the following State of California Contractor Licenses: "B" License. The bidder's license(s) must remain active and in good standing at all times from submission of a bid throughout the term of any awarded contract.

California Prevailing Wages are required. This project may be subject to monitoring and enforcement of prevailing wage requirements by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at section 1720) and the accompanying regulations at Subchapter 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations (commencing at section 16450) (collectively, "CMU Laws"). The District, the successful bidder, and each subcontractor performing any portion of the work for this project shall comply with the CMU Laws.

Mandatory Pre-Bid Conference: A mandatory pre-bid conference/site visit will be held on March 6, 2018 at 3:00 PM at Anthony C Traina Elementary School, 4256 Windsong Drive, Tracy, CA 95377. Only those bidders who attend this conference/site visit will have their bids considered for award.

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

No bidder may withdraw any bid for a period of Ninety (90) days after the date set for the opening of bids.

END OF DOCUMENT 00116

DOCUMENT 00117

INFORMATION FOR BIDDERS

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

1. Preparation of Bid Form. The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid forms, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Mandatory Pre-Bid Conference: On March 6, 2018 at 3:00 PM, a mandatory pre-bid conference/site visit will take place. Only those bidders who attend this conference will have their bids considered for award. The conference will commence at Anthony C Traina Elementary School, 4256 Windsong Drive, Tracy, CA 95377.

3. Form and Delivery of Bids. The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Facilities Development Department of the District, mailing address: 1219 Whispering Wind Drive, Tracy, California 95377, and must be received on or before the time set forth in the Notice to Contractors Calling for Bids for the Bid Deadline. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Contract designation and the date and time for the Bid Deadline. It is the bidder's sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids (Bid Deadline). In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice to Contractors Calling for Bids for the Bid Deadline, the sealed bids will be opened and read aloud at the DISTRICT's office.

4. Bid Security. Each bid shall be accompanied by a cashier's check or bid bond issued by an admitted surety insurer in the amount of not less than ten percent (10%) of the total bid amount stated in the bid. Said check or bond shall be made payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the Work, will enter into an Agreement within five (5) calendar days after award of the Contract, and will furnish, on the prescribed forms, the necessary insurance certificates, performance bond, and labor and material bond in accordance with the Contract Documents. In case of refusal or failure to enter into the Agreement within five (5) calendar days after award of the Contract, the check or bid bond, as the case may be, shall be forfeited to the DISTRICT as liquidated damages, not as a penalty. If the bidder elects to furnish a bid bond as its Bid Security, the bidder shall use the bid bond form included herein.

5. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid. If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If bidder is a joint venture or partnership, there shall be submitted with the bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents. Any Bid submitted by an agent shall have a current Power of Attorney attached, certifying the agent's power to bind the Bidder.

6. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the DISTRICT'S rejection of the bid as not being responsive to the 'Notice to Contractors Calling for Bids'. No oral, facsimile, or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

7. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event the DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the Notice to Contractors Calling for Bids.

8. Examination of Site and Contract Documents. At its own expense and prior to submitting its bid, each bidder shall examine the Contract Documents; visit the site and determine the local conditions which may in any way affect the performance of the Work, including the prevailing wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Work, including the cost of permits and licenses required for the Work; determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The DISTRICT and its architect shall not be liable for any loss sustained by the Contractor resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the bidder's examination or during the progress of the Work. The submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

9. Unit Prices If unit prices are called for on the bid form, the unit price for each item shall be shown and shall include its prorata share of supervision, insurance, bond, overhead and profit. The special attention of all bidders is called this provision, and all increases and decreases shall be at the same value with no extra compensation if it is necessary to revise quantities.

10. Withdrawal of Bids. Any bid may be withdrawn by written request, confirmed in the manner specified above for bid modifications, at any time prior to the Bid Deadline. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the DISTRICT which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder. Withdrawn Bids may be resubmitted up to the time and date designated as the Bid Deadline. The bid security for bids withdrawn prior to the Bid Deadline, in accordance with this paragraph shall be returned on demand therefore.

11. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the form of the payment bond which such Contractor will be required to furnish in accordance with Civil Code Section 9550 prior to execution of the Agreement, are included in the Contract Documents and should be carefully examined by the bidder. Unless otherwise specified in the Special Conditions, the payment bond shall be in the amount of One Hundred percent (100%) of the amount of the Contract. The Contractor will also be required to furnish a performance bond in the amount of one hundred percent (100%) of the amount of the Contract and in the form included in the Contract Documents, and Certificates of Insurance as required in the Contract, all prior to execution of the Contract.

12. Interpretation of Plans and Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the ARCHITECT. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued by the ARCHITECT and approved by the DISTRICT, and a copy of such addendum will be mailed or delivered to each Contractor receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the DISTRICT. Requests for clarification or explanation should be submitted to ARCHITECT no later than the seventh calendar day preceding the Bid Deadline. If discrepancies on drawing, or in specifications, or conflicts between drawings and specifications are not covered by addenda, bidder shall include in the bid the method of construction and materials resulting in the higher bid. Bidder shall become familiar with the specifications and drawings. Submittal of a bid without clarification shall be incontrovertible evidence that the bidder has determined that the specifications and drawings are sufficient for bidding and completing the job; that bidder is capable of reading, following and completing the job in accordance with the specifications and drawings; and that the specifications and drawings fall within an acceptable standard for specifications and drawings.

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

14. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the Contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible bidder therefore from among those bidders responsive to the call for bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after notification of the award of the Contract to bidder, the DISTRICT may award the Contract to the next lowest bidder or release all bidders.

15. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

16. Competency of Bidders. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. Each bidder agrees that, if its bid is accepted, it shall perform that portion of work designated in its bid which shall constitute at least fifteen percent (15%) of the Work, exclusive of supervisory and clerical work, without the services of any subcontractor. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Work. To this end, each bid shall be supported by a statement of the bidder's experience as of the recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein.

The District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of Work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the DISTRICT's satisfaction within the prescribed time; and the DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT. No bid for the Work will be accepted from a contractor who is not licensed in accordance with applicable State law.

17. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Contract Documents, a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

18. Workers' Compensation. In accordance with the provisions of section 3700 of the Labor Code, the successful bidder as Contractor shall secure the payment of Workers' Compensation to all employees. Contractor shall sign and file with DISTRICT the following certificate prior to performing the work under this Contract: "I am aware of the

provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents.

19. Contractor's License. If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, such bid will not be considered.

20. Anti-Discrimination. It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by any such Contractor and if applicable, shall complete and submit with its bid the Equal Employment Opportunity Status Report included as part of the Bid Form.

21. Hold Harmless. The Contractor shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the DISTRICT.

The Contractor, at Contractor's own expense, cost (including attorney’s fees) and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim or liability, and shall

pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

22. Preference for Materials. No specifications for bids in connection with the letting of contracts for the construction, alteration, or repair of public works shall be drafted (1) in such a manner as to limit the bidding, directly or indirectly, to any one specific concern, or (2) except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion calling for a designated material, product, thing, or service by specific brand or trade name and unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In those cases involving a unique or novel product application required to be used in the public interest, or where only one brand or trade name is known to the DISTRICT, it may list only one. Contractor shall within thirty-five (35) calendar days after award of the Contract submit data substantiating a request for substitution of "an equal" item.

23. Surety Qualifications. All surety companies that are admitted Surety insurers pursuant to California Code of Civil Procedure Section 995.120 and comply with the provisions of California Code of Civil Procedure Sections 995.630 and 995.660 shall be satisfactory to the DISTRICT.

24. Contract Duration and Liquidated Damages. All Work must be completed within the time limits set forth in the Project Schedule and/or Notice to Proceed. It is agreed that damages for the failure of the Contractor to complete the total Work described herein within the time limits required are impossible to ascertain but that the sum of Five Hundred Dollars ($500.00) per calendar day is a reasonable estimate. Should the Work not be completed within the specified time for completion, the Contractor shall be liable for liquidated damages, payable to the District, in the amount stated above for each calendar day of delay in completion. Bidder and District agree that such amount of liquidated damages is not to be considered a penalty.

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

26. Criminal History Clearance. Pursuant to Education Code Sections 33192 and 45125.1 et seq., the successful bidder will be required to execute a Criminal History Clearance/ Site Protection Certificate upon execution of the Agreement. The Contractor will be required to take positive measures outlined in the certificate in order to keep violent or serious offenders away from pupils and staff on the site. Failure to abide with the conditions set forth in the Michelle Montoya School Safety Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

END OF DOCUMENT 00117

DOCUMENT 00118

BID FORM

Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

TO: JEFFERSON SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT:"

1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

Project: Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

all in strict conformity with the complete contract as defined in the Agreement, prepared therefore and now on file at the office of: Jefferson School District, 1219 Whispering Wind Drive, Tracy, CA 95377 for the sum of:

Base Bid _____
_____ Dollars ($_____)

Allowance: Five Thousand Dollars ($5,000.00)

Total Base Bid Including Allowance:_____
_____Dollars ($_____)

*Please see Section 01030 "Alternates and Unit Pricing" for Bid Price Schedule Breakdown to be included with Bid Form at time of Bid Opening.

The undersigned hereby acknowledges receipt of, and is familiar with the contents of, the following Addenda, and the undersigned warrants that all costs therefore are included in this proposal:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

1. Each individual bid term shall be determined from visiting the work site, reviewing the plans and specifications, and all other portions of the contract documents, and shall include all items necessary

to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the contract documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

4. The required Non-Collusion Affidavit is hereto attached.

5. The required bid security is hereto attached.

6. The required Contractors Certificate Regarding Workers' Compensation is hereto attached.

7. The Information Required of Bidder is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that the undersigned will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond as specified, all within the five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the DISTRICT'S Notice to Proceed delivered to the Contractor, and shall be completed by the Contractor in the time specified in the contract documents.

9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

_____

_____

10. The name of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

11. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the bidder for sale to

the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.

12. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that _____whose title is_____, is authorized to act for and bind the corporation.

13. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, Certification of Insurance, and required bonds to the DISTRICT within five (5) days of actual notice of the award of the contract to bidder, the security may be forfeited to the DISTRICT as liquidated damages.

14. The undersigned hereby warrants that the bidder has an appropriate license, in accordance with the act providing for the registration of contractors' License No. _____, Class _____, that such license entitles the bidder to provide the work; that such license will be in full force and effect throughout the duration of performance under this contract; and that any and all subcontractors to be employed will have appropriate licenses.

15. In submitting this bid, the bidder agrees that if its bid is accepted, it shall perform the following work, exclusive of supervisory and clerical work, without the services of any subcontractor which shall constitute at least 15% of the total work under the contract:

_____

_____

_____

_____

_____

_____

16. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

17. It is understood and agreed that the CONTRACTOR, as well as all subcontractors will adhere to and comply with all statutes and regulations pertaining to monitoring and enforcement of prevailing wage requirements by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement.

18. It is understood and agreed that if, requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive, to permit an appraisal of its current financial condition.

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

Individual Name: _____

Contractor Signed by: _____
Business Address: _____
_____
Date: _____

****
****

Partnership Name _____
Signed by: _____,Partner
Business Address: _____
_____
Date: _____
Other Partners: _____

****
****

Corporation Name:_____
(a _____ Corporation[1])
Business Address:_____
_____
Signed by: _____President, Dated:_____
Signed by: _____Secretary, Dated:_____

[Seal and Attest]

Business Address: _____
_____

1 A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

****
****

Joint Venture Name: _____
Signed by: _____Joint Venture
Business Address: _____
_____
Date: _____

****
****

Other Parties to Joint Venture:

If an individual: _____
(Signed)
Doing Business as: _____
If a Partnership: _____
Signed by: _____, Partner
If a Corporation: _____
(a _____Corporation)
By: _____Date: _____
Title:_____ Seal and Attest)

****

END OF DOCUMENT 00118

_____

DOCUMENT 00119

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; (b) the designation of those subcontractors who will be used by the prime contractor to fulfill minority (MBE), women (WBE) and disabled veteran business enterprise (DVBE) participation goals; and (c) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. The successful prime contractor shall provide the District within ten (10) days from notification of award a complete list of all subcontractors named below, including license numbers, classifications and expiration dates.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that it is fully qualified to perform that portion, and that said prime contractor alone shall perform that portion.

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

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS

Portion of Work to be Performed and Portion Designation as M/W/DVBE	Name of Sub-bidder or Fabricator	Location of Place of Business	Contractors License Number

END OF DOCUMENT 00119

DOCUMENT 00120

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

State of California)
)
County of _____)

_____being first duly sworn, deposes and says that he or she is _____ of _____,and that the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn under penalty of perjury to (or affirmed) before me this _____day of _____ _____20_____.

[NOTARY SEAL]

_____
Signature of Contractor

_____
Print Name of Contractor

_____

_____
Notary Signature

_____
Address

_____
Print Notary Name

END OF DOCUMENT 00120

DOCUMENT 00121

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____ as Principal, and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound unto the **Jefferson School District**, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____20__, for the _____
_____
_____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within 90 days after the said opening; and if the Principal is awarded the contract, and within the period specified therefore, or if no period be specified, within (5) days after the prescribed forms are presented to Principal for signature, enters into a written contract with the DISTRICT, in accordance with the bid as accepted and give bond 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 within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the DISTRICT the difference between the amount specified in said bid and the amount for which the DISTRICT 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 DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall 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, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of
Principal, if Corporation)

_____
Principal (Proper Name of Bidder)

By_____
_____
_____
Signature of Bidder

(Corporate Seal of Surety)

_____
Surety

By_____
Attorney-in-Fact

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

_____
_____
_____
Name and Agent of Surety

_____
Telephone Number of California
Agent of Surety

END OF DOCUMENT 00121

DOCUMENT 00122

INFORMATION REQUIRED OF BIDDER

General Information

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officers, directors, shareholders, parties and principals.

(1) Firm name and address:

_____

_____

(2) Telephone: _____

(3) Type of firm: (Check one)

Individual _____ Partnership _____ Corporation _____ Joint Venture _____

(4) Contractor's License: Primary class _____

Lic. No. _____Expiration Date _____

Supplemental classifications held, if any, and license number(s) and expiration date(s):

_____

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the CONTRACTOR is properly licensed at the time the bids are opened and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law.

The DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

(5) Have you ever been licensed under a different name or different license number?
If yes, give name and license number _____

_____

(6) Names and titles of all officers of the firm:

_____ _____

_____ _____

_____ _____

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

(8) Person who inspected site of the proposed work for your firm:
Name and Title: _____
Date of Inspection: _____

(9) How many years experience in school construction work has your organization had
(a) as a general contractor? _____

(b) as a subcontractor? _____

(10) Has your firm or any of its principals defaulted so as to cause a loss to a surety? _____ If the answer is "Yes", give dates, name and address of surety and details.

_____
_____
_____
_____

(11) Have you been assessed liquidated damages for any project in the past three years? ____
If Yes, explain: _____
_____
_____

(12) Have you been in litigation on a question relating to your performance on a contract during the past three years? _____If Yes, explain, and provide case name and number:

_____
_____

(13) Have you ever failed to complete a project in the last three years? _____
If so, give owner and details:

_____
_____

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

Name	Address	Telephone
		( )
		( )
		( )

(15) Do you know or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District or Architect? ____
If so, please elaborate.

_____
_____

INFORMATION REQUIRED OF BIDDER

List of References

The following information should contain persons or entities familiar with the Bidder's Work:

1. Name of Agency: _____
   Agency Address and Telephone: _____

   Contact Person: _____

   Type of Construction Project: _____
   _____

   Contract Amount: _____

2. Name of Agency: _____
   Agency Address and Telephone: _____

   Contact Person: _____

   Type of Construction Project: _____
   _____

   Contract Amount: _____

3. Name of Agency: _____
   Agency Address and Telephone: _____

   Contact Person: _____

   Type of Construction Project: _____
   _____

   Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ____ day of _____, 20___, at _____, _____, State of _____.
City County

_____

_____
Title

END OF DOCUMENT 00122

DOCUMENT 00123

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Labor Code Section 3700

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure, and to pay any compensation that may become due to his employee.

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

(d) Upon request for certified payroll records, the contractor shall supply one original (8 1/2 x 11 sheets) and three copies. The contractor shall obliterate the identity of social security numbers of all employees.

(e) The Contractor agrees to comply with Labor Code Sections 1774 and 1775 (Payment of Prevailing Wage Rates) and Labor Code Section 1777.5, placing the responsibility for compliance with the statute for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law.

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

_____
(Proper Name of Contractor)

By_____

_____
(Signature of Contractor)

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

END OF DOCUMENT 00123

DOCUMENT 00124

A G R E E M E N T

THIS AGREEMENT, dated the _____day of_____,20__, in the County of San Joaquin, California, (representing the State Allocation Board, State of California) by and between the Jefferson School District, hereinafter referred to as "DISTRICT" or "OWNER" and _____, hereinafter referred to as "CONTRACTOR"

W I T N E S S E T H:

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

1. Contract:

The complete Contract includes all of the Contract documents, including the Notice to CONTRACTOR's Calling For Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Information Required of Bidder, CONTRACTOR Pre qualification Documents if required, CONTRACTOR's Certificate Regarding Workers' Compensation, Change Order Form, Shop Drawing Transmittal Form, Non-Collusion Affidavit, Drug-Free Workplace Certification, Criminal History Clearance Certificate, Guarantee, Performance Bond, Payment Bond, Insurance Policies, General Conditions, Special Conditions if any, Plans, Drawings, Specifications, this Agreement, and all modifications and Addenda thereto, and by this reference are incorporated herein. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Statement of Work:

CONTRACTOR shall perform that work designated in CONTRACTOR's Bid Form that constitutes at least 15% of the total work, exclusive of supervisory and clerical work, without the services of any Subcontractor. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete Contract and required for the public works project described as follows: Removal and Replacement of HVAC units and electrical lighting systems as set forth in the plans and specifications. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and provisions of the complete Contract as herein above defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Contract documents. Each subcontract shall contain all of the termination provisions set forth in the Contract, which shall be applicable to all work performed by Subcontractors.

3. Compensation:

DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract documents, the sum of _____, ($_____) said sum being the total amount of the following amounts stipulated in the bid.

4. Time For Completion:

The CONTRACTOR shall prosecute the Work in a prompt, diligent and workmanlike manner. The work shall be commenced on or about the date stated in the DISTRICT's Notice to Proceed and shall be complete no later than 101 days after the date stated in the Notice to Proceed. Said Notice shall not require that work be commenced less than five (5) calendar days from the date of issuance and receipt of said notice. The contract duration includes zero (0) calendar days of OWNER float to be included in the construction schedule for coordination purposes. CONTRACTOR acknowledges that it shall be liable for liquidated damages if the project is not timely completed.

5. Liquidated Damages:

Time is of the essence in this Agreement. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85 it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars ($500.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR's surety shall be liable for the amount thereof. Written time extensions may be granted by the DISTRICT upon prior written request for such extension by CONTRACTOR.

6. Indemnification:

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONTRACTORS who are directly employed by the DISTRICT.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent Contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the DISTRICT arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent Contract, and not by the active negligence of the DISTRICT.

The CONTRACTOR, at CONTRACTOR's own expense, cost (including attorney's fees), and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. Insurance:

CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Contract and for a period of _24_ months thereafter, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	$ 2,000,000.00
and,	
Subject to the same limit for each person on account of one accident, in an amount not less than	$ 2,000,000,00
Property Damage Insurance in an amount not less than	$ 4,000,000,00

Each policy shall name the District, the Architect, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agent and all employees of any of them as Additional Insured and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct business in California.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

Worker's Compensation, Including Employers Liability Insurance with limits not less than $1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles.

Note: Certificate Holder: Jefferson School District, 1219 Whispering Wind Drive, Tracy, California, 95377

8. Copies of Drawings and Specifications:

The number of copies of drawings and specifications to be furnished to CONTRACTOR free of charge, as provided in the General Conditions, is one (1). Additional copies may be obtained at cost of reproduction.

9. Required Number of Executed Copies:

The number of executed copies of the Agreement, the CONTRACTOR's Certificate, the Performance Bond and the Payment Bond required is two.

10. Inspector's Field Office is _____0_____ square feet of floor area.

11. Substitution of Securities:

Pursuant to Section 22300 of the Public Contract Code, the Contract permits the substitution of securities for any monies withheld by the DISTRICT to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the Contract, the securities shall be returned to the CONTRACTOR. Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the CONTRACTOR.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

12. Compliance Monitoring Unit:

This Contract is subject to monitoring and enforcement of prevailing wage requirements by the Compliance Monitoring Unit ("CMU") of the Division of Labor Standards Enforcement ("DLSE") as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at section 1720) and the accompanying regulations at Subchapter 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations (commencing at section 16450) (collectively, "CMU Laws"). The DISTRICT, the CONTRACTOR, and any Subcontractors shall comply with the CMU Laws.

The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder. Copies of the applicable prevailing wage rate determinations are made available to the awarding CONTRACTOR and Subcontractors at the Pre-Job Conference Meeting. The CONTRACTOR shall post a copy of the prevailing wages at each job site, along with a CMU work place poster (available at http://www.dir.ca.gov/dlse/cmu/Forms_Publications_and_Resources.html, the office of the DLSE, or by e-mail to CMU@dir.ca.gov), printed on 8 1/2" X 11" paper or larger, in accordance with California Code of Regulations, Title 8, section 16451(d). It shall be mandatory upon the CONTRACTOR to whom the Contract is awarded and upon any Subcontractor under him or her, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract.

A Pre-Job Conference at the District office shall be conducted with the CONTRACTOR and all Subcontractors to discuss federal and state labor law requirements.

Project CONTRACTOR and Subcontractors shall maintain and furnish to the CMU, a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted to the CMU by way of the CMU's eCPR system, known as "My LCM," at https://app.mylcm.com. CONTRACTOR and all Subcontractors

shall register with the eCPR system. Once registered, the DISTRICT or the CMU shall assign the CONTRACTOR and Subcontractors to the Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools Project, or the CONTRACTOR may assign the Subcontractors to the Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools Project.

The DISTRICT and the CMU shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code. The CMU will notify the CONTRACTOR or Subcontractor(s), as appropriate) of any noncompliance, in order for all such CONTRACTOR or Subcontractor(s) to correct the noncompliance.

The DISTRICT shall cooperate with the CMU and DLSE in any investigation of suspected violations of prevailing wage requirements.

As directed by the Labor Commissioner, the DISTRICT shall withhold Contract payments equal to the payments due or estimated to be due to the CONTRACTOR or Subcontractors whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against such CONTRACTOR or Subcontractors. The CONTRACTOR shall be required to withhold payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured such delinquency or deficiency.

13. Corporate Status:

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

14. Required Provisions:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

15. Entire Agreement.

The complete Contract as set forth in Paragraph 1 of this Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties. This Agreement and the Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

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

DISTRICT	CONTRACTOR
By:_____	By:_____
Its:_____	Its: _____
Date:_____	Date: _____
	_____
	CONTRACTOR's License No.

[Attach Notary Acknowledgment]

CORPORATE SEAL OF CONTRACTOR, (if corporation)

END OF DOCUMENT 00124

DOCUMENT 00125

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Jefferson School District, of San Joaquin County, California (hereinafter referred to as "District") has awarded to _____as Principal, hereinafter designated as "Principal," the contract for the work described as follows:

Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

WHEREAS, said Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said contract;

WHEREAS, the contract includes offsite improvements within the jurisdiction of the City of Tracy;

NOW THEREFORE, we the Principal and _____as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto the Jefferson School District and the City of Tracy in the penal sum of _____ _____ Dollars ($_____) (this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by the District to the Principal), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or a subcontractor shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind then said Surety will pay for the same, in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 8400 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

_____(Name and Address
_____Surety)

_____(Name and Address
_____of agent/representative
_____in California, if different
from above)

_____(Telephone Number of
Surety or agent or
representative in
California.)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____day of _____20_____.

(Corporate Seal of
Principal if Corporation)

_____
Principal (Proper Name of Corporation)

By_____
(Signature of Contractor)

(Seal of Surety)

_____
(Surety)

By_____
(Attorney-in-Fact)

(Attached Attorney-in-Fact
Certificate and Required
Acknowledgments)

END OF DOCUMENT 00125

DOCUMENT 00126

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Jefferson School District of San Joaquin County, California (hereinafter referred to as "District") has awarded to _____
as Principal, hereinafter designated as "Principal", the Contract for the work described as follows:

Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

AND WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

AND WHEREAS, the contract includes offsite improvements within the jurisdiction of the City of Tracy;

NOW, THEREFORE, we the Principal and the undersigned Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound to the District and the City of Tracy, in the sum of _____ Dollars ($_____)(this amount being not less than one hundred percent (100%) of the total bid price of the Contract awarded by the District to the Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

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

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of two (2) years after the acceptance of the Work by DISTRICT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT and the City of Tracy from loss or damage made evident during the period of two (2) years from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the DISTRICT to be, in default under the Contract, the DISTRICT having performed the DISTRICT's obligations there under unless excused by Principal's breach or default, the Surety shall promptly either remedy the default, or shall promptly:

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

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and the DISTRICT, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executors Paragraph hereof. The term "balance

of the contract price" as used in this Paragraph, shall mean the total amount payable to Principal by the DISTRICT under the Contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Contract nor shall Surety accept a Bid from Principal for completion of the Work if the DISTRICT, when declaring the Principal in default, notifies Surety of the DISTRICT's objection to Principal's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT or the CITY OF TRACY. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or is made, whichever occurs later.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named therein, on the _____day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
Principal (Seal)

BY_____
(Name and Title)

_____

_____

_____
(Mailing Address of Surety)

_____
Surety

BY_____
(Name and Title)

END OF DOCUMENT 00126

DOCUMENT 00127

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into, as of _____20__ by and between the Jefferson School District whose address is 1219 Whispering Wind Drive, Tracy, California 95377 hereinafter called "District," and _____, whose address is _____, hereinafter called "Contractor" and _____, whose address is _____ hereinafter called "Escrow Agent."

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

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Contractor for _____in the amount of _____dated _____, 20__ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agency shall notify the District within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.

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

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

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

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

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

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

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

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

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

On behalf of District:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

_____

Title

_____

Name

_____

Signature

_____	_____
Address	Phone #

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

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

DISTRICT

_____
Title

_____
Name

_____
Signature

Contractor

_____
Title

_____
Name

_____
Signature

Escrow Agent

_____
Title

_____
Name

_____
Signature

Address

_____

_____

_____

Phone & Fax #

_____

END OF DOCUMENT 00127

CRIMINAL HISTORY CLEARANCE/ SITE PROTECTION CERTIFICATION

This Criminal History Clearance/ Site Protection Certification form is required from all successful bidders pursuant to the requirements mandated by California Education Code Sections 33192 and 45125.1 et seq., the Michelle Montoya School Safety Act of 1997. This provides that a school district may require a construction contractor that has a contract with the district to obtain a criminal history clearance from the Department of Justice of all employees working on a school site under that contract.
In accordance with statutory, regulatory, and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code Sections allow for exceptions from obtaining a criminal history clearance of all employees under the following conditions:

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Education Code Sections 33192 and 45125.1 listed above and require that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Sections 33192 and 45125.1, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Michelle Montoya Safety act of 1997, I may be subject to punishment in accordance with the requirements of Sections 33192 and 45125.1 et seq..

I acknowledge that I am aware of the provisions of Education Code Sections 33192 and 45125.1 et seq. and hereby certify that I will adhere to the requirements of the Michelle Montoya School Safety Act of 1997.

Date:_____ _____

CONTRACTOR

END OF DOCUMENT 00128

DOCUMENT 00129

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of l990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

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

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace.

3) The availability drug counseling, rehabilitation and employee-assistance programs;

4) The penalties that may be imposed upon employees for drug abuse violations;

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

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

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

CONTRACTOR

Date:_____ _____

END OF DOCUMENT 00129

DOCUMENT 00130

GUARANTEE

Guarantee for_____.
We hereby guarantee that the _____that we have installed at _____ _____has been installed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications and other Contract documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of two (2) year(s) from the date of final acceptance of the above-mentioned item by the Jefferson School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of undersigned, which will pay the costs and charges therefore upon demand.

	Countersigned
_____	_____
(Proper Name)	(Proper Name)
_____	_____
By_____	By_____
_____	_____
(Signature of Subcontractor or General Contractor)	(Signature of General Contractor if for Subcontractor)

Date:_____

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone No.: _____

END OF DOCUMENT 00130

DOCUMENT 00310

SITE-VISIT CERTIFICATION

PROJECT: Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Jefferson School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT 00310

DOCUMENT 00510

NOTICE OF AWARD

Dated: _____, 20___

To: _____
(Contractor)

To: _____
(Address)

From: Governing Board ("Board") of Jefferson School District ("District" or "Owner")

PROJECT: Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

("Project" or "Contract").

Contractor has been awarded the referenced Contract on _____, 20___, by action of the District's Board.

The Contract Price is _____ Dollars ($_____), and includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within **TEN (10)** calendar days of the date of this Notice of Award.

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **TEN (10TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

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

c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Subcontract Package 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. Drug-Free Workplace Certification.

h. Smoke-Free Environment Certification

i. Hazardous Materials Certification.

j. Lead-Based Paint Certification.

k. Imported Materials Certification.

l. Criminal Background Investigation/Fingerprinting Certification (Will be provided in the Subcontract Package)

m. Contractor's Safety Plan specifically adapted for the Project.

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.

JEFFERSON SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT 00510

DOCUMENT 00520

NOTICE TO PROCEED

Dated: _____, 20___

TO: _____
(Contractor)

ADDRESS: _____

_____

_____

PROJECT: Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools

PROJECT/CONTRACT between the Jefferson School District and Contractor ("Contract").

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, including Shop Drawings, 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, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts, subcontractor bid executed by subcontractor.

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

JEFFERSON SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT 00520

DOCUMENT 00880

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS ____ DAY OF _____, 20____ by and between the JEFFERSON SCHOOL DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS:

1. District and Contractor entered into PROJECT/CONTRACT NO.: **Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools** ("Contract" or "Project") in the County of San Joaquin, California.

2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT

3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum $_____

Modified Contract Sum $_____

Payment to Date $_____

Liquidated Damages $_____

Payment Due Contractor $_____

4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of $_____ (_____ Dollars and _____ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Description of Claim	Amount of Claim Date Claim Submitted

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.

10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

JEFFERSON SCHOOL DISTRICT

TITLE: _____

NAME: _____

SIGNATURE: _____

CONTRACTOR

TITLE: _____

NAME: _____

SIGNATURE: _____

END OF DOCUMENT 00880

DOCUMENT 00910

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: **Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools** between Jefferson School District (the "District" or the "Owner") and _____(the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT 00910

DOCUMENT 00920

SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools** between Jefferson School District ("District" or "Owner") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Smoke-Free Environment Certification form is required from the successful Bidder.

Per District Board Policy and consistent with Education Code section 48901 and Health and Safety Code section 39002 all District sites, including the Project site are Tobacco Free Environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes; school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding smoke-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00925

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools** between Jefferson School District ("District" or "Owner") 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 (.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 "New Hazardous Material" containing equipment 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 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 00925

DOCUMENT 00930

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools** between Jefferson School District ("District" or "Owner") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

(2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

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 disburses 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 1993 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 Heath Services ("DHS") 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, § 3224 1.)

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 that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It 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).

The Contractor must 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 must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. 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 00930

DOCUMENT 00935

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Prop 39- HVAC and Electrical Replacements at Anthony C Traina, Tom Hawkins and Monticello Elementary Schools** between Jefferson School District ("District" or "Owner") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:

☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
☐ Wholesaler ☐ Broker ☐ Retailer
☐ Distributor ☐ Other _____

Type of Entity

☐ Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT 00935

DOCUMENT 00940

GENERAL CONDITIONS

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GENERAL CONDITIONS

Article 1. DEFINITIONS

(a) Action of the Governing Board is a vote of a majority of the membership in a lawful meeting.

(b) Approval means written authorization by ARCHITECT or DISTRICT for specific applications within the Contract.

(c) As shown, as indicated, as detailed refer to drawings accompanying this specification.

(d) CONTRACT, CONTRACT DOCUMENTS includes all Contract documents, to wit: Notice to Contractors Calling for Bids, Information for Bidders, Bid Form, Designation of Subcontractors, Contractor Pre qualification Documents if required, Certificate Regarding Workers' Compensation, Change Order Form, Shop Drawing Transmittal Form, Non-collusion Affidavit, Drug-Free Workplace Certification, Performance Bond, Payment Bond, Insurance Policies, General Conditions, Special Conditions, if any, Drawings, Plans, Specifications, the Agreement and all modifications, addenda, and amendments thereto. The Contract Time is the period of time allotted in the Contract Documents from the date of commencement as set in the Notice to Proceed to the final completion of the Contract.

(e) Contract Time The CONTRACTOR shall begin the Work on the date of commencement. He shall carry the Work forward expeditiously with adequate forces and shall achieve Final Completion within the Contract Time.

(f) CONTRACTOR, DISTRICT or OWNER are those mentioned as such in the Agreement. They are treated throughout the Contract documents as if they are of singular number and neuter gender.

(g) Day or days whenever used in the Contract Documents shall refer to calendar days unless otherwise specifically stated.

(h) Locality in which the work is performed means the county in which the public work is done.

(i) Project is the planned undertaking as provided for in the Contract documents by DISTRICT and CONTRACTOR.

(j) Provide shall include "provide complete in place," that is, "furnish and install."

(k) Safety Orders are those issued by the Division of Industrial Safety and OSHA Safety and Health Standards for construction.

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

(m) Subcontractor, as used herein, means any person or entity, other than CONTRACTOR, that enters into a Contract with CONTRACTOR or a higher tier subcontractor to furnish supplies, materials, equipment or services of any kind under the Contract.

(n) Surety is the firm, or corporation that executes as surety on the CONTRACTOR'S Performance Bond and Payment Bond. Surety must be an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120.

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

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

Article 2. STATUS OF CONTRACTOR

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

(b) CONTRACTORs are required by law to be licensed and regulated by the Contractors State License Board that has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. No payment shall be made for work or material under the Contract unless and until the Registrar of Contractors verifies to the DISTRICT that the CONTRACTOR was properly licensed at the time the Bids are opened and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California, 95826.

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

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

Article 4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

(a) During progress of the work, CONTRACTOR shall assign to the Contract a competent superintendent satisfactory to DISTRICT. Before commencing the work herein, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name of such superintendent. Superintendent shall not be changed except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT and ARCHITECT in writing. Superintendent shall represent CONTRACTOR and all directions given to Superintendent shall be as binding as if given to CONTRACTOR.

(b) CONTRACTOR shall perform at least 15% of the work, exclusive of supervisory and clerical work without the services of any subcontractor. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Contract documents. CONTRACTOR shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. CONTRACTOR shall comply with all requirements set forth in Section 4-343, Part 1, Title 24 of the California Code of Regulations.

(c) CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Regulations.

(d) CONTRACTOR or subcontractor shall commence work on or before the tenth (10th) day after receiving the Notice to Proceed, and shall complete all work under the Contract within the period of time specified in the Contract Documents.

(e) The CONTRACTOR shall properly locate all buildings and other improvements off site or on site, and shall furnish all engineering required for such work, including the location and identification of bench marks, markers, property lines, lines and grades. He shall check floor elevations and grades against data shown on the drawings, and shall report any discrepancies to the ARCHITECT before laying out the work.

(f) Where work of one trade joins or is on other work, there shall be no discrepancy when said is completed. In engaging one kind of work with another, marring or damaging same will not be permitted. Should improper work of any trade be covered by another that results in damage or defects, the whole work affected shall be made good by the CONTRACTOR without expense to the OWNER.

(g) The CONTRACTOR shall consult the other Contractors on the project, if any, and the ARCHITECT, regarding the installation of such other Contractor's work before starting the

various phases of his work, in order to avoid the possibility of the removal of his work to permit others to install their work.

(h) Assistance required by the ARCHITECT in obtaining measurements or information on the work shall be furnished fully and efficiently by the CONTRACTOR."

Article 5. SUBCONTRACTORS

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

(b) DISTRICT'S consent to any subcontractor under this Contract shall not in any way relieve CONTRACTOR of any obligations under this Contract and no such consent shall be deemed to waive any provision of this Contract.

(c) Pursuant to Section 4104 of the Public Contract Code, CONTRACTOR must submit with its bid, a Designation of Subcontractors. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized in Chapter 4 (commencing at Section 4100), Division 2, Part 1 of the California Public Contract Code.

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

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

the principal Contract, insofar as the same may be applicable to this Work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

Article 6. PROHIBITED INTERESTS

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

Article 7. DISTRICT'S INSPECTOR

(a) One or more Inspectors, including special inspectors, as required, will be employed by DISTRICT in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. Duties of an Inspector are specifically defined in Section 4-342 of said Title 24. Certain inspection costs beyond limitations set up within the Specifications will be back-charged to the CONTRACTOR.

(b) Such inspection shall not, in any way relieve the CONTRACTOR from responsibility for full compliance with all of the terms and conditions of the Contract, nor be construed to lessen to any degree, the CONTRACTOR's responsibility for providing efficient and capable superintendence as required herein. The Inspector is not authorized to make changes in the drawings or specifications, nor shall his approval of work and methods relieve the CONTRACTOR of responsibility for the correction of subsequently discovered defects.

(c) No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He shall have free access to any or all part of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities and use of required equipment (wheelbarrow, shovel, ladder, man-lift, etc.), as available or in use on site, for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation to fulfill this Contract.

(d) Whenever the CONTRACTOR arranges to work at night or any time when work is conducted other than the normal 40-hour week, or to vary the period during which work is carried on each day, he shall give the OWNER a minimum of 48 hours notice so that inspection may be provided. Additional inspection costs incurred because of overtime or night work shall be paid by the OWNER and back-charged to the CONTRACTOR.

(e) Authorized representatives and agents of State and Federal Governments shall be permitted to inspect all work, materials, payrolls, records, and shall be given access to site at all times for such inspection.

Article 8. ARCHITECT'S STATUS

(a) The ARCHITECT shall be the DISTRICT'S representative during construction period and shall observe the progress and quality of the work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Contract Documents. The DISTRICT reserves the right to assign some or all of the ARCHITECT'S responsibilities to an individual or a construction management firm.

(b) To ensure that the performance of work conforms to Contract requirements, ARCHITECT shall notify and advise the District if the work must be stopped to prevent or to correct erroneous work on the site. The DISTRICT may, at any time, by written order to CONTRACTOR, require CONTRACTOR to stop all, or any part, of the work called for by the Contract for a period of up to __(14)__ days after the order is delivered to CONTRACTOR, and for any further period to which the parties may agree. The order shall be specifically designed as a stop work order. Upon receipt of the stop work order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of __(14) days after the stop work order is delivered to CONTRACTOR, or within any extension of that period to which the parties shall have agreed, DISTRICT shall either: (I) cancel the stop work order; or (ii) the work covered by the order shall be terminated pursuant to the termination provisions contained in the Contract. If a stop work order is canceled, CONTRACTOR shall resume the work in accordance with the terms and conditions of the Contract. If a stop work order is issued where DISTRICT erroneously concludes that its issuance is necessary to ensure compliance with Contract requirements, CONTRACTOR shall be entitled to an equitable adjustment in the delivery schedule or Contract price, or both, provided that CONTRACTOR asserts such a request for adjustment in accordance with the time limitations prescribed in subparagraph (f) of Article 59.

(c) The ARCHITECT shall be, in the first instance, the judge of the performance of this Contract. ARCHITECT shall side neither with the DISTRICT nor with the CONTRACTOR, but shall exercise authority under the Contract to enforce faithful performance by both. Nothing herein authorizes ARCHITECT to act as arbitrator for the parties.

(d) The ARCHITECT shall have the authority and responsibility established by law, including Title 24 of the California Code of Regulations. Within the scope of the Contract, the ARCHITECT has the authority to enforce compliance with the Contract documents, including the Plans and Specifications. The CONTRACTOR shall promptly comply with instructions from the ARCHITECT or an authorized representative of ARCHITECT.

(e) On all questions related to the interpretation of specifications or drawings, the acceptable fulfillment of and performance under the Contract on the part of the CONTRACTOR, the decision of the ARCHITECT shall govern and shall be precedent to any

payment under the Contract unless otherwise ordered by the Governing Board. The progress and completion of the Work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the ARCHITECT relating thereto.

(a) Neither this Article, nor any other provision of the Contract, in any way implies that the ARCHITECT or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or his or her representatives will maintain observation over the CONTRACTOR'S construction methods or personnel other than to determine if that the quality of the finished Work is in accordance with the Contract Documents.

Article 9. NOTICE OF TAXABLE POSSESSORY INTEREST

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

Article 10. ASSIGNMENT OF ANTITRUST ACTIONS

Section 7103.5(b) of the Public Contract Code provides:

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

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

Article 11. OTHER CONTRACTS

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

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

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

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

(e) Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at site of project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any Contract for project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

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

(g) Should the CONTRACTOR wrongfully cause damage to the Work or property of any separate contractor, the CONTRACTOR shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the OWNER on account of any damage alleged to have been caused by the CONTRACTOR, the OWNER shall notify the contractor who shall defend such proceedings at the CONTRACTOR's expense, and if any judgment or award against the OWNER arises therefrom the CONTRACTOR shall pay or satisfy it and shall reimburse the OWNER for all attorneys' fees and court costs which the OWNER has incurred.

Article 12. OCCUPANCY

DISTRICT reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Contract, nor shall such occupancy extend the date specified for completion of the work.

Article 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT

(a) If CONTRACTOR refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances or instructions of DISTRICT, or if CONTRACTOR or its subcontractors should otherwise be guilty of a substantial violation of any provision of this Contract, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT'S intention to terminate this Contract, in whole or in part. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate, in whole or in part. In such case, CONTRACTOR shall not be entitled to receive any further payment for any terminated portion of the work until such work is finished.

(b) In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and CONTRACTOR, and surety shall have the right to take over and perform this Contract (or the terminated portion thereof), provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Contract (or terminated portion thereof) or does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the terminated work and prosecute same to completion by Contract or by any other method it may deem advisable for the account and at the expense of CONTRACTOR. CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned the DISTRICT thereby. Time is of the essence in this Contract. If the DISTRICT takes over the terminated work as herein above provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the terminated work such materials, appliances, plant, and other property belonging to the CONTRACTOR as may be on the site of the work and necessary for completion of the terminated work.

(c) If unpaid balance of Contract price shall exceed the expense of finishing the terminated work, including without limitation compensation for additional architectural, managerial, inspection, and administrative services, such excess shall be paid to CONTRACTOR. If such expense shall exceed such unpaid balance, CONTRACTOR shall pay difference to DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR'S default, shall be certified to DISTRICT by ARCHITECT.

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

Article 13A. TERMINATION FOR CONVENIENCE OF DISTRICT

Notwithstanding any other provision of the Contract, DISTRICT, by written notice to CONTRACTOR, may, at any time, terminate this Contract for convenience, in whole or in part, if DISTRICT determines that a termination is in DISTRICT's interest. Upon receipt of such a written termination notice, except as otherwise directed in writing by DISTRICT and except as necessary to complete any portion of the Contract that is not terminated, CONTRACTOR shall immediately cease all Contract work and direct the termination of all subcontract work. With respect to any such terminated portions of the Contract, CONTRACTOR shall be entitled to be paid all of its actual costs reasonably incurred for Contract performance (plus a reasonable profit thereon) up to the time of receipt of the written termination notice. In no event shall CONTRACTOR be entitled to receive anticipatory profits for Contract work not yet performed at the time of the receipt of said termination notice. In the event of any conflict between this clause and any other provision of the Contract, this clause shall supercede such other provision and shall control and determine the rights and obligations of the parties.

Article 14. CONTRACT SECURITY - BONDS

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

Article 15. SUBSTITUTION OF SECURITIES

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

(1) CONTRACTOR shall be the beneficial OWNER of any securities substituted for monies withheld and shall receive any interest thereon.

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

(3) Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to CONTRACTOR pursuant to this paragraph.

(4) If CONTRACTOR shall choose to enter into an escrow agreement, such agreement shall be in the form attached hereto as part of the Contract Documents.

(5) CONTRACTOR shall obtain the written consent of the surety to such agreement.

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

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

(c) Alternatively, subject to the conditions set forth in paragraph (a) of this Section, CONTRACTOR may request and DISTRICT shall make payment of retentions directly to escrow at the expense of CONTRACTOR. At the expense of CONTRACTOR, CONTRACTOR may direct the investment of the payments into securities and CONTRACTOR shall receive the interest earned on the investments. Upon satisfactory completion of the Contract, CONTRACTOR shall receive from escrow all securities, interest, and payments received by escrow from DISTRICT, pursuant to the terms of Section 22300.

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

Article 16. FIRE INSURANCE

CONTRACTOR shall procure and maintain fire insurance, with extended coverage endorsements, upon the entire structure on which the work of this Contract is to be done to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, miscellaneous materials and supplies incident to the Work. The insurance policy or policies shall be written by a company or companies satisfactory to the DISTRICT and shall provide that any loss shall be payable to the CONTRACTOR and DISTRICT as their respective interests may appear. CONTRACTOR shall keep each building fully insured, without cost to the DISTRICT, until final inspection and acceptance of all work by DISTRICT.

Article 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) CONTRACTOR shall take out and maintain during the life of this Contract such public liability and property damage insurance as shall protect CONTRACTOR and DISTRICT from all claims for personal injury, including accidental death, to any person (including, as to DISTRICT, injury or death to CONTRACTOR'S or subcontractor's employees), as well as from all claims for property damage arising from operations under this Contract, in amounts as set forth in the Agreement. Such insurance shall be with an insurance company qualified to do business in California and rated A or better by Best's Key Rating Guide.

(b) CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance in like amounts.

Article 18. WORKERS' COMPENSATION INSURANCE

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

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

Article 19. PROOF OF CARRIAGE OF INSURANCE

(a) CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this Contract until all required insurance, certificates and endorsements have been obtained and delivered in duplicate to and approved by DISTRICT. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California and having a current certificate of authority.

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

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to DISTRICT stating date of cancellation or

reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

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

(3) Statement that the DISTRICT and the CITY OF TRACY are named additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT and/or the CITY OF TRACY.

(4) A clause whereby the insurance company waives all right of recovery by way of subrogation against the DISTRICT and/or the CITY OF TRACY in connection with damage covered by the policy.

(5) Each policy shall name the District, the Architect, the District's Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agent and all employees of any of them as Additional Insured and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct business in California..

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

Article 20. DRAWINGS AND SPECIFICATIONS

(a) Contract Documents. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

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

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

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

(e) Interpretations. In general, the Drawings will show dimensions, position, and kind of construction; and the Specifications, qualities and methods. Any work called for in the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked or specified.

In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality. In case of conflict with the Drawings involving quantities or within the Specifications involving qualities, the greater quantity and the higher quality shall be furnished.

Should an error appear in the Drawings or Specifications, or in the work done by others affecting this work, the CONTRACTOR shall notify the ARCHITECT at once and he will issue instructions as to procedure. If the CONTRACTOR proceeds with the work so affected without instructions from the ARCHITECT, he shall make good any resulting damage or defects.

(f) Specifications and Accompanying Drawings are intended to delineate and describe the project and its component parts to such a degree as will enable skilled and competent CONTRACTORS to intelligently bid upon the work, and to carry said work to a successful conclusion. The organization of the specifications into divisions, sections and 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.

When specified brands or kinds of material are called for, they are mentioned merely as standards and the CONTRACTOR has the option of using any other brand of equal quality if approved by the ARCHITECT. Any materials named in the Specifications, or which may be substituted, must, if so desired by the ARCHITECT, be researched by said ARCHITECT at the expense of CONTRACTOR.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except limited to type, class, or grade, or modified in such reference.

The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not furnished to bidders, for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

Where it is required in the Specifications that materials, products, processes, equipment or the like be installed or applied in accordance with manufacturers' instructions, directions, or specifications, it shall be construed to mean that said application or installation shall be in strict accordance with the printed instructions furnished by the manufacture of the materials considered for use under conditions similar to those at the job site.

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

Where on any Drawings a portion of the work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply to all other like portions of the work. Where ornament or other detail is indicated starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the work, unless otherwise indicated.

(h) Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT. Should the CONTRACTOR commence work on any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.

(i) CONTRACTOR will be furnished, free of charge, copies of drawings and specifications, as set forth in the Agreement. Additional copies may be obtained at cost of reproduction, as set forth in the Agreement.

(j) The ARCHITECT will furnish to the CONTRACTOR one (1) complete set of blue-line prints, for posting of changes. During the construction period, the CONTRACTOR shall maintain the set of blue-line prints in a satisfactory record condition, and shall thoroughly and neatly post, as they occur, all additions, deletions, corrections and/or revisions in the actual construction of the project. At the completion of the work, all such additions, deletions, corrections and/or revisions shall be posted on mylar transparencies by a competent draftsman at the CONTRACTOR's expense. Both the blue-line prints and the mylar transparencies shall be signed by the construction Superintendent and Inspector. The signature certifies that the record drawings have been posted accurately. The prints and transparencies shall then be turned over to the ARCHITECT. The record drawings must be posted monthly and be current prior to each submission of each monthly certificate of payment. Inspector will not approve monthly pay requests if record drawings are not updated monthly.

Article 21. OWNERSHIP OF DRAWINGS

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Contract documents and copies thereof furnished by DISTRICT are its property. They are not to be used in other work and with the exception of signed sets of the Contract are to be returned to it on request at completion of work, and may be used by DISTRICT as it may require, without any additional costs to DISTRICT.

Article 22. DETAIL DRAWINGS AND INSTRUCTIONS

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

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

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

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

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

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

Article 23. SHOP DRAWINGS

(a) CONTRACTOR shall check and verify all field measurements and shall submit with such promptness as to cause no delay in its own work or in that of any other contractor, the number and type of copies required in Section 01300 and approved by CONTRACTOR, of all shop or setting drawings, schedules and materials list required for the work of various trades.

ARCHITECT shall review such schedules and drawings only for conformance with design concept of project and compliance with information given in Contract Documents, and return as approved or disapproved with guidance as to the required corrections within twenty-one (21) days. CONTRACTOR shall make any corrections required by ARCHITECT, file the required number of corrected copies with ARCHITECT, and furnish such other copies as may be needed for construction. ARCHITECT'S approval of such drawings or schedules shall not relieve CONTRACTOR from responsibility for deviations from drawings or specifications unless CONTRACTOR has in writing called ARCHITECT'S attention to such deviations at time of submission and secured ARCHITECT'S written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.

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

(c) The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design, calculations, fabrication and installation drawings, lists, graphs, operating instructions, products, data and samples. Unless otherwise required, shop drawings shall be submitted at a time sufficiently early to allow review of the same by the ARCHITECT, and to accommodate the rate of construction progress required under the Contract. CONTRACTOR will be required to pay ARCHITECT's reasonable and customary fees in order to expedite review of shop drawings and schedules which are not submitted in a timely fashion.

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

(e) A separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. At its option, the CONTRACTOR may obtain from the ARCHITECT quantities of the shop drawing transmittal form at reproduction cost.

(f) It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of drawings. The DISTRICT reserves the right to withhold funds due to the CONTRACTOR to cover additional costs of the ARCHITECT'S review beyond the second submission.

(g) Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned them to the CONTRACTOR marked "No Exceptions" or "Make Corrections Noted." Revisions indicated on shop drawings shall be

considered as changes necessary to meet the requirements of the Contract documents and shall not be taken as the basis of claims for extra work. The CONTRACTOR shall have no claim for damages or extension of time due to any delay resulting from the CONTRACTOR'S having to make the required revisions to shop drawings unless review by the ARCHITECT of said drawings is delayed beyond a reasonable period of time and unless the CONTRACTOR can establish that the ARCHITECT'S delay in review actually resulted in delay in the CONTRACTOR'S construction schedule. The review of such drawings by the ARCHITECT shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Contract documents. Fabricating dimensions, quantities of material, applicable code requirements, and other Contract requirements shall be the CONTRACTOR'S responsibility.

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

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

(j) Calculations of a structural nature must be approved by the Division of State Architect. For those items indicated in the Contract Documents requiring a deferred approval by the Division of the State Architect, the CONTRACTOR shall submit shop drawings with a manual signature of the professional engineer registered in the State of California responsible for preparing such shop drawings. CONTRACTOR to make changes required by Division of State Architect at no cost to OWNER.

Article 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. Such work shall be done by a land surveyor or civil engineer registered in the State of California. Any required "Record" drawings of site development shall be prepared by a California State registered civil engineer or land surveyor.

Article 25. SOILS INVESTIGATION REPORT

When a soils investigation report obtained from test holes at site is available from DISTRICT, such report shall not be a part of this Contract. Any information obtained from such report or any information given on drawings provided by DISTRICT as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of the Contract, and CONTRACTOR may not rely thereon.

CONTRACTOR is required to make a visual examination of site and must make whatever tests CONTRACTOR deems appropriate to determine underground condition of soil. CONTRACTOR agrees that no claim against DISTRICT will be made by CONTRACTOR for damages and hereby waives any rights to damages in event that during progress of work CONTRACTOR encounters subsurface or latent conditions at site materially differing from those shown on drawings or indicated in specifications, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered in the work of the character provided for in plans and specifications, except as provided in the Article entitled "Existing Utility Lines; Removal, Restoration" or the Article entitled "Trenches".

Article 26. TESTS AND INSPECTIONS

(a) Tests and inspections will comply with Title 24, California Code of Regulations, Section 4-335.

(b) The DISTRICT shall pay for all tests, subject to reimbursement by the CONTRACTOR through deductive change order if occasioned for any of the following reasons: (1) when in the opinion of the ARCHITECT or registered engineer, additional tests are required because of the manner in which the CONTRACTOR executes its work; (2) tests of material substituted for previously accepted materials; (3) retests made necessary by the failure of material to comply with the requirements of the Contract Documents; and (4) load tests necessary because certain portions of the structure have not fully met specifications or plan requirements.

(c) When billing laboratory tests and inspection, the Testing Laboratory will identify back-chargeable terms as such on each invoice, copy of which invoice shall be furnished to the General CONTRACTOR for his information. The total amount of the invoice will be paid by the OWNER and back-chargeable items will be deducted from the current request for payment when presented by the General CONTRACTOR.

(d) Water Disinfection: CONTRACTOR to submit letter from a certified laboratory approved by ARCHITECT, certifying disinfection has been completed, at no cost to DISTRICT.

Article 27. TRENCHES

(a) As required by Labor Code Section 6705, if the Contract price exceeds $25,000 and involves the excavation of any trench or trenches five feet or more in depth, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT or a registered civil or structural engineer employed by the DISTRICT a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract documents. Nothing in this Article shall be deemed to allow the use of a system less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been

accepted by DISTRICT or the person to whom authority to accept has been delegated by DISTRICT. Nothing in this Article shall be construed to impose tort liability on DISTRICT, ARCHITECT, nor any of their officers, agents, representatives, or employees.

(b) As required by Public Contract Code Section 7104, if this Contract involves the digging of trenches or excavations that extend deeper than four feet below the surface, the following shall apply:

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

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

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

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

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

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

Article 28. DOCUMENTS AND SAMPLES ON SITE

CONTRACTOR shall keep on the job site at all times one legible copy of all Contract Documents, including addenda and change orders, and Titles 19, 21, 24 of the California Code of Regulations, all approved drawings, plans, schedules and specifications, and all codes and documents referred to in the specifications and made a part thereof. Said documents shall be kept in good order and available to ARCHITECT, ARCHITECT's representatives, DISTRICT's Inspector and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with the provisions of said Titles as they relate to this project. (See particularly the duties

of CONTRACTOR, Part 1, Title 24, California Code of Regulations. Sec. 4-343.) CONTRACTOR shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this project, particularly Titles 8 and 17.

(a) Said documents and samples shall be available to the Job Inspector and representatives of all agencies having jurisdiction over the Work.

(b) Record Drawings: CONTRACTOR shall keep accurate dimensioned locations, on record copy of documents, showing actual locations and elevations of all buried, above ground and concealed Work including piping, conduit, valves, stub outs and the like. Elevations shall be referenced to first floor finished elevation as datum. Location dimensions shall be referenced to permanently fixed accessible and readily identifiable portions of building or site appurtenances. Locations shall be by intersecting coordinate dimensions parallel to and at right angles to building lines. The CONTRACTOR must update the record drawings as work progresses. At the end of each month the Inspector will review the record drawings. If the records are incomplete, or incorrect, an appropriate amount of dollars equivalent to the cost of uncovering the work to determine the locations of piping and the like, will be deducted from the next progress payment. The deducted sum will be withheld until the record drawings are updated and/or corrected.

Article 29. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 10532, or any amendments thereto, all books, records and files of the DISTRICT, the CONTRACTOR, or any subcontractor connected with the performance of this Contract involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

Article 30. SUBSTITUTIONS FOR SPECIFIED ITEMS

(a) Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal" and CONTRACTOR may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. The provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract. If material, process or article offered by CONTRACTOR is not, in opinion of ARCHITECT, or DISTRICT, substantially equal or better in every respect to that specified, then CONTRACTOR shall furnish material, process, or article specified. No substitutions shall be made until approved, in writing, by both ARCHITECT and DISTRICT. Burden of proof as to equality of any material, process, or article shall rest with CONTRACTOR. CONTRACTOR shall submit request together with substantiating data for substitution of an "or equal" item within thirty-

five (35) days after award of Contract. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract.

(b) With respect to the major equipment or material items listed in the bid, unless the bidder clearly indicates in its bid that it is proposing to use an "equal" product, its bid shall be considered as offering a product referred to by the brand name specified for the major equipment or material items listed in the bid. The brand name, if any, of the proposed substitute product shall be inserted in the space provided in the bid or shall be otherwise clearly identified in the bid. The awarding of this Contract to a bidder who has indicated in its bid that it is proposing to use an "equal" product shall not constitute an admission by the DISTRICT of the equality of that product. It is expressly understood and agreed by the bidder that, in so awarding this Contract, the DISTRICT reserves the right to reject any such proposed substituted product. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed "equal" product, the bidder will then supply either a product designated by brand name in the specifications or a substitute therefore which meets with the approval of the DISTRICT. With respect to articles or materials other than the major equipment or material items listed in the bid, whenever the specifications permit the substitution of a similar or equivalent material or article and the bidder wishes to substitute such a similar or equivalent product, it need not so indicate in its bid. However, within seven (7) days after the award of Contract, the bidder shall notify the DISTRICT in writing of all proposed substitutions of such similar or equivalent materials or articles.

With respect to all proposed substitutions of "equal" products, both major items of equipment and materials listed in the bid and other non listed items, the bidder to whom the Contract has been awarded shall submit all pertinent and appropriate data substantiating its request for substitutions within thirty-five (35) days after the award of the Contract. In this regard, bidders should note that neither the DISTRICT nor the ARCHITECT is responsible for locating or securing any information which is not included in such substantiating data. Bidders should further note that the burden of proof as to the quality or suitability of proposed alternative articles shall be borne by the bidder. The ARCHITECT or his or her authorized representative shall be the sole judge as to the quality and suitability of proposed alternative articles or materials, and decisions of the ARCHITECT, or that of his or her authorized representative, shall be final and conclusive. Unless extended by the mutual agreement of the parties, the ARCHITECT or his or her authorized representative shall notify the successful bidder of the decision concerning the proposed substitution of "equal" items within thirty (30) days after the submission by the bidder of the bidder's substantiating data. Also such decisions by the ARCHITECT or his or her authorized representative shall be in writing, and no proposed alternative product shall be deemed approved unless the ARCHITECT or his or her authorized representative has so indicated in writing.

The time limitations contained in this Article shall be complied with strictly, and in no case will an extension of time for completion be granted because of the CONTRACTOR'S failure to request the substitution of an alternative item at the times and in the manner set forth herein.

(c) In event CONTRACTOR furnishes material, process, or article more expensive than that specified, difference in cost of such material, process, or article so furnished shall be borne by CONTRACTOR.

Article 31. SAMPLES / SUBMITTALS

(a) CONTRACTOR shall furnish for approval, within thirty-five (35) days following award of Contract, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. Failure to submit submittals in the specified time may result in daily liquidated damages of $2,000.00 per day. This provision shall not authorize any extension of time for performance of this Contract. ARCHITECT shall review such samples, as to conformance with design concept of work and for compliance with information given in Contract documents and approve or disapprove same within twenty (20) working days from receipt of same.

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

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

Article 32. PROGRESS SCHEDULE

Within ten (10) calendar days after being awarded Contract, CONTRACTOR shall prepare a progress schedule that will show, in Graphic Critical Path form, the CONTRACTOR'S plan for timely completion of the Work, and submit same to the ARCHITECT and DISTRICT for review for conformance with Contract documents. Schedule shall indicate the beginning and completion dates of all phases of construction and the various components of the Work. The schedule will separately identify those items that must be completed before other portions of the Work can be accomplished. CONTRACTOR will exchange scheduling information with subcontractors and suppliers, and will revise the schedule periodically, but at a minimum monthly, to show critical path tasks and tasks which are completed to date. Failure to submit an updated schedule will be cause for delaying approval of CONTRACTOR's application for payment. CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the Work. CONTRACTOR shall be obligated to perform the Work in accordance with the schedule, and any deviation from the schedule must first be approved by the ARCHITECT and the OWNER.

The progress schedule shall be as follows:

1. Requirements included:

(a) Procedures for Preparation and Submittal of Construction Progress Schedules and Periodical Updating.

(b) Before commencing work, the CONTRACTOR shall submit a complete plan and schedule of his proposed operations to the ARCHITECT for review for conformance with Contract documents. In Preparation of this plan and schedule, the CONTRACTOR shall make due allowance for and include the following:

1) Preparation of equipment and material submittals for review.

2) ARCHITECT review of each submittal.

3) Delivery lead times for equipment.

2. Format

(a) Schedule format shall be Graphic Critical Path Method (CPM).

(b) The graphic schedule shall be revised and resubmitted monthly for review for conformance with Contract documents by ARCHITECT and OWNER and be kept reasonably current.

(c) Schedule: Schedule shall break down major trades, such as carpentry, millwork, concrete work, plumbing, electrical and heating and ventilation, to indicate rough and finish work. List all subcontractors, show time of material and equipment submittal for ARCHITECT's review.

(d) Monitoring: Schedule shall be updated monthly to reflect changes. A short interval schedule shall be submitted each week showing that week's current progress and all work that will be performed during the following two weeks.

(e) Scale and Spacing: To provide space for notations and revisions.

3. Content:

a) Show complete sequence of construction by activity, with dates for beginning and completion of each element of constructions.

b) Identify each item by major Specification section number.

c) Identify work of separate stages or separate floors, and logically grouped activities.

d) Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

e) Provide separate schedule of submittal dates for shop drawings, product data, and samples, including OWNER furnished products and dates reviewed submittals will be required from ARCHITECT. Show decision dates for selection of finishes.

f) Show dates for when Owner-furnished products are required

g) Show all proposed shutdowns of utilities for review and approval of OWNER. Information shall include location and duration of intended shutdown.

4. Revisions to Schedules:

a) Indicate progress of each activity to date of submittal, and projected completion date of each activity.

b) Identify schedule activities modified since previous submittal, major changes in scope, and identifiable changes, including approved time extensions, as well as time extensions which are requested and awaiting approval. Show how the changes impact the critical path schedule and indicate if time is added to the completion of the project. Submittal of schedule information is a prerequisite to entitlement of time extensions.

c) Provide narrative report to define problem areas, anticipated delay, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

d) Where multiple contractors exist on a project, should contractor "A" complete work earlier that contracted completion date, and where another contractor's (contractor "B") work depends upon the coordination of contractor "A", contractor "A" will not be relieved of any responsibility to maintain, or correct, completed work where coordination between the two contractors is required until the end of contractor "A's" original contracted completion time. Furthermore, warranties shall not begin until the end of the original contracted completion time in cases of early completion. The same conditions of this section shall apply to a single contractor should DISTRICT/OWNER not be in position, for any reason, for early acceptance of work.

5. Submittals:

a) Submit initial Schedules within ten (10) working days after date of OWNER-CONTRACTOR Agreement. After review, resubmit required revised data within ten (10) days.

b) Submit two opaque reproductions, one reproducible transparency and one electronic copy in PDF format.

6. Distribution:

a) Distribute copies of reviewed \schedules to job site file, subcontractors, suppliers, and other concerned entities.

b) Instruct recipients to promptly report, in writing, problems anticipated by projections shown in Schedules.

CONTRACTOR to also provide *Labor Schedule* detailing number of laborers for each trade expected to man project per the progress schedule. This schedule will compliment the progress schedule and allow OWNER/ARCHITECT to evaluate progress schedule in terms of schedule being realistic, comprehensive and committed.

Article 33. MATERIALS AND WORK

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

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

(c) Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required.

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

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

(f) No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together will all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right of lien upon premises or any improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof.

(g) Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due

CONTRACTOR in hands of DISTRICT, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

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

Article 34. INTEGRATION OF WORK

(a) CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and shall make good after them as ARCHITECT may direct.

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

(c) CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent of ARCHITECT.

Article 35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

(a) Permits, licenses, and certificates necessary for prosecution of work shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the INSPECTOR before demand is made for the certificate of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain contractor's licenses in effect as required by law including, but not limited to, all permits required by Rule 4002 – National Emissions Standards for Hazardous Air Pollutants.

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

Article 36. SURVEYS

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

Survey Records: The CONTRACTOR shall have a registered engineer or surveyor, acceptable to the ARCHITECT, to conduct survey work after the completion of project, to verify and certify that grades, slopes, drainage patterns, inlets, elevations and locations of improvements are in conformance, or non-conformance, with the Contract Documents. The engineer or surveyor shall submit signed plans showing the survey work. The CONTRACTOR shall be responsible to correct all work not conforming to the Contract documents. The CONTRACTOR will be responsible for costs caused as a result of his non-conformance to the Contract documents.

Article 37. EXISTING UTILITY LINES; REMOVAL, RESTORATION

(a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. DISTRICT shall compensate the CONTRACTOR for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment necessarily idle during such work.

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

(c) If the CONTRACTOR, while performing work under this Contract, discovers utility facilities not identified by the DISTRICT in the Contract plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility in writing.

Article 38. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as indicated and specified, including but not limited to the appropriate statutes and Code of Regulation sections. If CONTRACTOR observes that drawings and specifications are at variance therewith, or should CONTRACTOR become aware of the development of conditions not covered by the Contract Documents which will result in finished work being at variance therewith, CONTRACTOR shall promptly notify ARCHITECT in writing and any changes deemed necessary by ARCHITECT shall be adjusted as provided in Contract for changes in Work. If CONTRACTOR performs any work which it knew, or through exercise of reasonable care should have known to be contrary to such laws, ordinances, rules or regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom. Where specifications or drawings state that materials, processes, or procedures must be approved by the Division of State Architect, State Fire Marshal, or other body or agency,

CONTRACTOR shall be responsible for satisfying requirements of such bodies or agencies. All approvals to be routed through ARCHITECT.

(a) Work of this Contract is subject to the requirements of Group 1, Chapter 4, Part I, Title 24, CCR as follows:

(1) Addenda and change orders per Section 4-338.

(2) Inspector approved by DSA. Inspector and continuous inspection of work per Section 4-333 (b) and 4-342.

(3) Special inspection per Section 4-333 (c).

(4) CONTRACTOR shall submit verified reports per Section 4-336 and 4-343 (c).

(5) Administration of construction per Part I, Title 24, CCR; duties of ARCHITECT and structural engineer per Section 4-333 (a) and 4-341; duties of CONTRACTOR per section 4-343; verified reports per section 4-336.

(6) Governing codes; Title 24, CCR.

(7) A copy of Part I and II of Title 24 shall be kept and be available in the files during construction.

(8) DSA shall be notified on start of construction per Section 4-331.

(9) Supervision by DSA per Section 4-334.

(10) Permits required by Rule 4002 – National Emissions Standards for Hazardous Air Pollutants.

Article 39. ACCESS TO WORK

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

Article 40. PAYMENTS BY CONTRACTOR

(a) CONTRACTOR shall pay:

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

(2) For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month

following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment incorporated or used; and

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

(4) Subject to paragraph (b) below, within ten (10) days from the time that all or any portion of the retention proceeds are received by CONTRACTOR from DISTRICT, to each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

(b) CONTRACTOR may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and CONTRACTOR. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

Article 41. FIELD OFFICE AND STORAGE FACILITIES

In addition to the CONTRACTOR'S on-site facilities, CONTRACTOR shall provide and maintain a separate field office of approximately __0__ square feet for DISTRICT, Inspector, and ARCHITECT'S use until removal is authorized by DISTRICT. CONTRACTOR shall further provide a bookcase and plan rack for storage of Contract documents and reference materials, a 3' x 5' desk, three (3) office chairs, a 3' x 6' reference table and stool, one (1) four drawer legal file cabinet, a telephone with separate line, lighting, heating and cooling, a computer with electronic mail and internet access and standard word processing software. CONTRACTOR shall make available the unrestricted free use of on-site standard fax and plain-paper copy machines. The fax machine shall have a separate telephone line. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock operable windows. Doors shall have a key-type lock or padlock hasp.

Article 42. UTILITIES

(a) All utilities, including but not limited to electricity, water, gas, and telephone used on Work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of Work, CONTRACTOR shall remove all temporary distribution systems.

The CONTRACTOR shall pay for all utility charges whether temporary or permanent until the Final Completion of the project. The cost of water during the landscape maintenance period shall be borne by the CONTRACTOR. The CONTRACTOR shall be

responsible for coordination of the placement of the utilities and the scheduling. The CONTRACTOR shall notify the ARCHITECT and OWNER immediately if the utility or other company's work adversely affects the Contract work or scheduling and shall endeavor to resolve the conflict. The coordination of all utilities whether temporary or permanent shall be part of this Contract.

(b) If Contract is for addition to existing facility, CONTRACTOR may, with written permission of DISTRICT, use DISTRICT'S existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for construction.

Article 43. SANITARY FACILITIES

The CONTRACTOR shall provide sanitary temporary toilet facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of existing or permanent toilet facilities in the work area under construction shall not be permitted except by consent of the DISTRICT.

Article 44. CLEANING UP

CONTRACTOR at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. CONTRACTOR shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises.

(a) The CONTRACTOR shall protect and preserve the work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required. This shall include any adjoining property of the OWNER or others affected by the work of the CONTRACTOR.

(b) The CONTRACTOR shall assume full responsibility for all glass and plastic glazing installed under this Contract against damage from any source during construction. He shall replace all broken, cracked or scratched glass or plastic without expense to the OWNER until date of Final Completion.

(c) At completion of work, remove all marks, stains, fingerprints, dust, dirt, and paint drippings from all surfaces. Wash tile, plumbing and other fixtures clean. Clean and polish all hardware and other unpainted metals. Remove all temporary labels, tags and paper coverings.

(d) Cleaning, polishing, sealing, waxing and all other such finish operations indicated on the Drawings or required in the Specifications shall be taken to indicate the required condition at the time of acceptance of all work under the Contract.

(e) Before final acceptance, employ professional window cleaners, to clean all plastic and glass surfaces and mirrors of putty, paint materials, stains and dirt, without scratching or injuring the plastic and glass. Leave the work bright, clean and polished.

(f) Remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site.

(g) If CONTRACTOR fails to clean up, the DISTRICT may do so and the cost thereof shall be charged to the CONTRACTOR.

Article 45. PATENTS, ROYALTIES AND INDEMNITIES

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

Article 46. GUARANTEE

(a) In addition to guarantees required elsewhere, CONTRACTOR shall, and hereby does guarantee that all work furnished on the job shall conform to all Contract requirements and shall be free of all defects in material furnished or workmanship performed by CONTRACTOR or any subcontractor or supplier at any tier for a period of two (2) years after date of final acceptance of the project by DISTRICT and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within a two (2) year period from date of final acceptance without expense whatsoever to DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. DISTRICT will give notice of observed defects to CONTRACTOR and Surety with reasonable promptness. CONTRACTOR shall notify DISTRICT upon completion of such repairs or replacements. CONTRACTOR shall restore any work damaged in fulfilling the terms and conditions of this Article. The CONTRACTOR’s warranty with respect to work repaired or replaced shall run for two (2) years from the date of repair or replacement.

(b) Warranties shall not begin until the end of the original Contracted completion time in cases of early completion.

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

(d) If, in the opinion of the DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give the notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or fails to comply with the DISTRICT'S requirements for correction within a reasonable time as determined

by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT will not relieve the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in this Contract.

(e) With respect to all warranties, express or implied, from subcontractors or suppliers for work performed or material furnished under this Contract, CONTRACTOR shall: (I) obtain all warranties that would be given in normal commercial practice; (ii) require all warranties to be executed in writing for the benefit of DISTRICT (if so directed by DISTRICT); and (iii) enforce all warranties for the benefit of DISTRICT (if so directed by DISTRICT). CONTRACTOR shall furnish to DISTRICT appropriate guarantees or warranty certificates upon completion of the project unless sooner requested by DISTRICT.

(f) This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. In the event that CONTRACTOR's guarantee under subparagraph (a) of this Article has expired, DISTRICT may bring suit at CONTRACTOR's expense to enforce a subcontractor's or supplier's warranty.

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

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

(i) Nothing herein shall limit any other rights or remedies available to DISTRICT, including (but not limited to) its right to revoke final acceptance of the work due to latent defects, gross mistake amounting to fraud, or fraud.

Article 47. DUTY TO PROVIDE FIT WORKERS

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

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

(c) This CONTRACTOR, and other contractors, share the responsibility of monitoring and enforcing, as necessary, 1 and 2 below. Any known, or with due cause (believed to be), violator of 1 or 2 shall be immediately reported to the Program Coordinator.

1) The possession, use, or sale of any alcoholic beverage or illegal, controlled drug substance will not be permitted on or immediately adjacent to the job site by any contractor, contractor employee, subcontractor employer or associate.

2) The abuse of prescribed medication will not be permitted on or immediately adjacent to the job site by any contractor, contractor employee, subcontractor employee or associate.

Article 48. WAGE RATES, TRAVEL AND SUBSISTENCE

(a) The Contract is subject to monitoring and enforcement of prevailing wage requirements by the Compliance Monitoring Unit ("CMU") of the Division of Labor Standards Enforcement as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at Section 1720) and the accompanying regulations at Subchapter 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations (commencing at Section 16450) (collectively, "CMU Laws"). The DISTRICT and the CONTRACTOR and each subcontractor performing any portion of the work under this Contract shall comply with the CMU Laws.

(b) Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Director of the Department of Industrial Relations of the State of California (hereinafter, in this Article "Director") has determined the general prevailing rate of wages of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder. Copies of the applicable prevailing wage rate determinations are made available to the awarding CONTRACTOR and subcontractors at the Pre-Job Conference Meeting. The CONTRACTOR shall post a copy of the prevailing wages at each job site, along with a CMU work place poster (available at http://www.dir.ca.gov/dlse/cmu/Forms_Publications_and_Resources.html, the office of the DLSE, or by e-mail to CMU@dir.ca.gov), printed on 8 1/2" X 11" paper or larger, in accordance with California Code of Regulations, Title 8, Section 16451(d). It shall be mandatory upon the CONTRACTOR to whom the Contract is awarded and upon any subcontractor under him or her, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract.

(c) While the wage rates shown are the minimum rates required to be paid during the life of the Contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

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

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

(f) CONTRACTOR and its subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.1.

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

(h) Pursuant to Labor Code Section 1775, the CONTRACTOR and each subcontractor performing any portion of the work under this Contract shall, as a penalty to the DISTRICT, forfeit an amount not to exceed two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director, for such work or craft in which such worker is employed for any public work done under the Contract by CONTRACTOR or by any subcontractor under it. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the CONTRACTOR's or subcontractor’s mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wage, or the previous record of the CONTRACTOR or subcontractor in meeting his or her prevailing wage obligations, or a CONTRACTOR's or subcontractor’s willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rate of prevailing wage is not excusable if the CONTRACTOR or subcontractor had knowledge of his or her obligations under this part. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor in accordance with Labor Code Section 1775(a)(2)(E).

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

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

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

Article 49. HOURS OF WORK

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

(b) The CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

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

(d) Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to DISTRICT. CONTRACTOR will pay for overtime inspection costs which are not authorized by DISTRICT and are over and above the normal rate.

Article 50. PAYROLL RECORDS

(a) Pursuant to the CMU Laws (as defined in Article 48 above), the CONTRACTOR and each subcontractor performing any portion of the work under this Contract shall maintain payrolls and “basic payroll records” during the course of the work. The CONTRACTOR and each subcontractor performing any portion of the work under this Contract shall preserve such records for a minimum period of three (3) years thereafter for all tradesworkers working at the DISTRICT’S project sites, notwithstanding the fact that such records are also stored electronically on the CMU’s eCPR system (described below).

Pursuant to the provisions of Section 1776 of the Labor Code, the CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work

classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits) straight time and overtime hours worked each day and week, deductions made and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the work. In addition, such payroll records must be submitted by the CONTRACTOR and each subcontractor to the CMU by way of the CMU's eCPR system, known as "My LCM," at https://app.mylcm.com. The CONTRACTOR and each subcontactor shall register with the eCPR system. Once registered, the DISTRICT or the CMU shall assign the CONTRACTOR and each subcontractor to the Project, or the CONTRACTOR may assign the subcontractors to the Project.

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

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

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

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

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided on such forms.

(d) Each CONTRACTOR or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

(e) 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 a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the Contract or performing the Contract shall not be marked or obliterated.

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

(g) The name, address and social security number of every individual, laborer or craftsperson working at the project site must appear on the payroll. The basic concept is that the employer who pays the tradesworker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeship craft. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a Contract must also submit a certified payroll report listing the days and hours worked, and the trade classification descriptive of the work actually done.

In addition to the inspection of records as set forth above, the certified payroll records required under this Article are available on the CMU's eCPR system for review and inspection by the DISTRICT, the CMU, and the Division of Labor Standards Enforcement. The DISTRICT and the CONTRACTOR(S) and any subcontractors performing any portion of the work under this Contract shall cooperate with the CMU and the Division of Labor Standards Enforcement in any investigation of suspected violations of prevailing wage requirements, including permitting interviews of tradesworkers during working hours on the project site and withholding of payments upon determination of a violation of prevailing wage requirements.

(h) Notwithstanding monitoring by the DISTRICT and the CMU, it shall be the responsibility of the CONTRACTOR to ensure compliance with the provisions of this Article and the labor standards provisions by its subcontractor(s). The prime CONTRACTOR is responsible for Labor Code violations by its subcontractors in accordance with Labor Code Section 1775 and applicable sections of the Labor Code and California Code of Regulations.

(i) Employees must be paid unconditionally, and not less often than once each week, the full amounts which are due and payable for the period covered by the particular payday. Thus, an employer must, therefore, establish a fixed workweek (i.e., Sunday through Saturday) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, when, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor who contracted for his or her services as a tradesworker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general CONTRACTOR who contracted for his or her services for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

A worker's rate for straight time hours must equal or exceed the rate specified in the Contract by reference to the Prevailing Wage Rate Determinations for the class of work actually performed.

Any work performed on Saturday, Sunday, and/or a holiday, or a portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek shall be premium pay. All work performed in excess of eight (8) hours per day, forty (40) hours per week, on Saturday, on Sunday, and on holidays shall be paid in accordance with the applicable Prevailing Wage Determination.

(j) The CONTRACTOR or subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a) above. In the event that the CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the DISTRICT, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Article 51. APPRENTICES

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

(b) Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journey persons in any craft/classification shall not be greater than the ratio permitted to the CONTRACTOR as to its entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. An apprentice who is registered and has worked outside of the prescribed geographic area is not qualified to receive the apprentice rate and must be paid the journey level rate.

(c) The CONTRACTOR shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the Contract work. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training.

(d) Pre-apprentice trainees, trainees in nonapprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

(e) Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Apply for a Certificate of Approval for the employment and training of apprentices for each craft or trade;

2. Request dispatch of apprentices and employ apprentices as available on public works projects in a ratio to journey persons as stipulated in the Apprenticeship Standards under which each Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) apprentice to each five (5) journey person hours, unless a Certificate of Exemption is obtained and provided to the LCPR;

3. Contribute to the training fund in the amount identified in the prevailing wage rate publication for journey persons and apprentices. Where the trust fund administrators cannot accept the contributions, then payment shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142; and

4. If the CONTRACTOR is registered to train apprentices it should be noted that a prior approval for a separate project does not confirm approval to train on any project. The CONTRACTOR/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status**.**

(f) If the CONTRACTOR or subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

(1) be denied the right to bid on any subsequent project for one year from the date of such determination; and

(2) forfeit as a penalty to the DISTRICT fifty dollars ($50) per day for each calendar day of noncompliance, which shall be withheld from any payment due or to become due under the terms of this Contract. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council.

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

(h) CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200 et

seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

Article 52. LABOR - FIRST AID

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

Article 53. PROTECTION OF PERSONS AND PROPERTY

(a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the CONTRACTOR'S risk with the exception of damage to the Work in excess of five (5) percent of the Contract amount caused by "acts of God" as defined in Public Contract Code section 7105(b)(2).

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

(c) In an emergency affecting safety of life or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from ARCHITECT or DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by agreement.

(d) CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

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

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

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.

(2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

(3) Deliver materials to building area over route designated by ARCHITECT or OWNER.

(4) Take preventive measures to eliminate objectionable dust.

(5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of ARCHITECT or OWNER; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

(6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, they shall be replaced by an approved civil engineer at no cost to the DISTRICT.

(g) Should the CONTRACTOR at any time during this Contract encounter on the work site what it reasonably believes or knows to be asbestos, polychlorinated biphenyl (PCB), or any other "hazardous material" (as defined below), and said hazardous material has not been rendered harmless, the CONTRACTOR shall immediately stop work in the affected area and notify the DISTRICT and ARCHITECT of the condition in writing. Work in the affected area shall not be resumed until ARCHITECT (as directed by OWNER) has notified CONTRACTOR in writing that the hazardous material has been removed and/or made harmless. As used herein, hazardous material means any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any governmental authority to be a hazardous waste or hazardous substance. "Governmental authority" shall include any local, regional, state or federal governmental agency, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body.

Article 54. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR agrees that it will not engage in nor permit such subcontractors as it may employ to engage in the unlawful discrimination against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act as set forth at Government Code Section 12900 et seq. and all applicable regulations promulgated thereunder, including all amendments thereto.

Article 55. COST BREAKDOWN AND PERIODICAL ESTIMATES

(a) CONTRACTOR shall furnish on forms approved by DISTRICT:

(1) Within ten (10) days of award of Contract a detailed Schedule of Values giving complete breakdown of Contract price for each project or site; and

(2) A periodical itemized estimate of work done for purpose of making partial payments thereon.

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

(b) Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from Contract price.

Article 56. CONTRACTOR CLAIMS

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

Article 57. DISPUTES - ARCHITECT'S DECISIONS

(a) The ARCHITECT shall within a reasonable time, make decisions on all claims of the DISTRICT or CONTRACTOR and on all other matters relating to the execution and progress of the work. The decisions of the ARCHITECT shall not be binding, but shall be advisory only.

(b) In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue the Work diligently to completion and comply with all directions/instructions of ARCHITECT and/or DISTRICT. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Contract nor stop the progress of the Work, but CONTRACTOR'S sole remedy shall be to submit such controversy to binding arbitration. Such arbitration should be conducted in accordance with the rules of the American Arbitration Association insofar as the same are not in conflict with the laws of the State of California, after the project has been completed, and not before.

Article 58. PAYMENTS

(a) Pursuant to California Public Contract Code Sections 7201 and 20104.50, each month within thirty (30) days after receipt by ARCHITECT of an undisputed and properly submitted progress payment request from CONTRACTOR, there shall be paid to CONTRACTOR a sum equal to no less than ninety-five percent (95%) of value of work performed and of materials delivered on the ground or stock subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments, but in no event shall total payments be less than ninety-five percent (95%) of the contract price. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Contract, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR shall not be entitled to have any payment estimates processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the DISTRICT or ARCHITECT shall remain uncomplied with. Should DISTRICT fail to make a progress payment to CONTRACTOR within thirty (30) days after receipt by ARCHITECT of an undisputed and properly submitted payment request from CONTRACTOR, DISTRICT shall pay interest to CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure.

(b) Upon receipt of an Inspector approved payment request, ARCHITECT shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by ARCHITECT as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request. If ARCHITECT determines that the payment request is a proper payment request, DISTRICT shall obtain a written certificate from ARCHITECT stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract and that the amount stated in the certificate is due under the terms of the Contract, which certificate shall be attached to and made a part of the claim made and filed with the DISTRICT. If the ARCHITECT shall, within five (5) days after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file its claim with the DISTRICT without

said certificate, but together with such claim shall file a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said claim as presented or shall, by an order entered on the minutes of said DISTRICT state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the ARCHITECT shall not be conclusive upon the DISTRICT, but advisory merely.

If during the course of construction the ARCHITECT determines that the application for payment does not reflect the work completed to date, he may readjust the schedule values to reflect actual construction progress.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be processed through DISTRICT for return to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document prepared by ARCHITECT setting forth in writing the reasons why the payment request is not proper.

(c) The number of days available to DISTRICT to make payment without incurring interest pursuant to this Section shall be reduced by the number of days by which DISTRICT exceeds the seven (7) day return requirement set forth in paragraph (2) above.

(d) For purposes of this Section:

(1) A "progress payment" includes all payments due CONTRACTOR, except that portion of the final payment designated by the Contract as retention earnings.

(2) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of DISTRICT.

(e) CONTRACTOR shall update record drawings and the progress schedule monthly to show critical path tasks and tasks which are completed to date. All required submittals shall be submitted per the time allowance noted in the General Requirements. Failure to accomplish these will be cause for delaying approval of CONTRACTOR's application for payment.

(f) No payment by DISTRICT thereunder shall be interpreted so as to imply that DISTRICT has inspected, approved, or accepted any part of the Work. The final payment of five percent (5%) of the value of the Work done under this Contract, if unencumbered, shall be made within sixty (60) days of "completion" as such term is defined in California Public Contract Code Section 7107(c).

(g) Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Contract, CONTRACTOR shall submit to DISTRICT, in writing, all claims for compensation under or arising out of this Contract. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of this Contract, except those previously made, in writing, and

identified by CONTRACTOR as unsettled at the time of CONTRACTOR'S final request for payment.

Article 59. CHANGES AND EXTRA WORK

(a) DISTRICT may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra work by issuance of written change orders to be approved by Division of State Architect, from time to time during the progress of the project, with the Contract sum being adjusted accordingly. All such work shall be executed under conditions of original Contract except that any claim for an extension of time caused thereby shall be adjusted at time of ordering such change. CONTRACTOR shall increase the amounts of its Payment and Performance Bonds in proportion to any increase in the Contract price.

(b) In giving instructions, ARCHITECT shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the project. The DISTRICT's Assistant Superintendent of Business Services or authorized representative may authorize changes in work involving a change in cost that does not exceed ten per cent (10%). Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless made pursuant to a written order from DISTRICT, authorized by action of the Governing Board, and no claim for addition to Contract sum shall be valid unless so ordered. All change orders to be approved by Division of State Architect.

(c) If the ARCHITECT determines that work required to be done under the Contract constitutes extra work outside the scope of the original Contract, the ARCHITECT shall send a request for lump sum proposal to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal within ten (10) days of receipt of the Request for Proposal. If the change involves a change in construction time, a request for the time change shall accompany the change order cost breakdown. All such requests for time shall be specified by CONTRACTOR as "calendar days." Any request for time received with only the designation of "days" shall be considered calendar days. If the work is to be performed by subcontractor, CONTRACTOR must include a bid from the subcontractor. No extension of time will be granted for change orders that, in the opinion of the ARCHITECT, do not affect the critical path of the project.

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

(1) By acceptable lump sum proposal from CONTRACTOR.

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

(3) By using recognized estimating guides for change orders, modifications, deletions and extra work. These guides include the following:

(a) R.S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800.

(b) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 1420 Willow Pass Road, Concord, CA 94520.

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

(A) Daily Reports by CONTRACTOR.

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

ii) Labor. The report shall show names of workers, classifications, and hours worked.

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

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

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

(B) Basis for Establishing Costs.

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

ii) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight and delivery.

The DISTRICT reserves the right to approve materials and sources of supply, or to supply materials to the CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by the DISTRICT.

iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the DISTRICT than holding it at the work site, it shall be returned, unless the CONTRACTOR elects to keep it at the work site at no expense to the DISTRICT.

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

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

Invoices covering all such items in detail shall be submitted with the request for payment.

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

vi) Overhead & Profit. Overhead, including direct and indirect costs shall be submitted with the request for payment and include the following: home

office overhead, off-site supervision, change order preparation/negotiation-/research, time delays, project interference and disruption, additional guaranty and warranty duration's, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

(e) The following form shall be used by CONTRACTOR to communicate all proposed additions and deductions to Contract.

		EXTRA	CREDIT
a.	Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
b.	Labor Rate (attach itemized hours and rates)	_____	_____
c.	Subtotal	_____	_____
d.	If subcontractor performed work, add subcontractor's overhead and profit, to portions performed by him, not to exceed 15% of Item c.	_____	_____
e.	Labor Burden, not to exceed 45% of Item b.	_____	_____
f.	Subtotal	_____	_____
g.	General Contractor's Overhead and Profit, not to exceed 15% of Item f if Contractor performed the work. If subcontractor performed the work, not to exceed 5% of Item f. If portions performed by Contractor and subcontractors, portions performed by Contractor shall not exceed 15%, and portions performed by subcontractor shall not exceed 5% of Item f.	_____	_____
h.	Subtotal	_____	_____

i.	Bond and Liability Insurance not to exceed 1% of Item h.	_____	_____
j.	Total	_____	_____

(f) It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of CONTRACTOR'S costs and expenses, both direct and indirect, resulting from additional time required on the project, or resulting from delay to the project.

(g) If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional compensation to the CONTRACTOR or to grant an extension of time for the completion of the Contract, or constitutes a waiver of any provision in the Contract, CONTRACTOR shall notify the DISTRICT, in writing, of such claim within ten (10) days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The CONTRACTOR'S failure to notify the DISTRICT within such ten (10) day period shall be deemed a waiver and relinquishment of such a claim against the DISTRICT. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Article.

Article 60. COMPLETION

1. Beneficial Occupancy:

(a) It is understood and agreed that the OWNER shall have the right to occupy the building or use the improvement contemplated by the Contract prior to the completion of the entire work, and that such occupancy or use shall not operate as an acceptance of any part of the work.

(b) In case that the CONTRACTOR has not completed the work and the Contract time, including authorized time extensions, has expired, the OWNER reserves the right to occupy any portion of the Work at any time before completion and while work is in progress. In the event of such occupancy, the CONTRACTOR shall provide, without additional cost to the OWNER, suitable protection by means of fencing, barriers, posted sign or other method as required to prevent persons other than those directly connected with the Work from entering remaining areas where continuing Work is being conducted, vehicles are operating, or materials are stored.

(c) Occupancy by the OWNER prior to final acceptance shall not be construed by the CONTRACTOR as being as acceptance of that part of the Project so occupied, nor shall the CONTRACTOR be entitled to, or make demand for, additional compensation or extension of time because of such occupancy.

(d) Occupancy by the OWNER prior to final acceptance shall not be deemed to constitute a waiver of existing claims in behalf of the OWNER or CONTRACTOR against each other.

(e) The metered cost of electricity, water, fuel, etc., for the occupied portions and the cost of operating the heating and air conditioning systems for the occupied portions will be borne by the CONTRACTOR until final completion.

(f) Use and occupancy by the OWNER prior to final acceptance shall not relieve the CONTRACTOR of his responsibility to provide and maintain all insurance and bonds required of the CONTRACTOR under the Contract until the Final Completion of the Work.

2. Project Completion:

(a) Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ARCHITECT will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and Contract fully performed, he will promptly cause the OWNER to consider the approval of a Notice of Completion.

(b) The Notice of Completion shall be acted upon by the governing body of the OWNER at its next regular meeting no earlier than twenty-one (21) days after the ARCHITECT has approved the project as complete. Stop Notices will only be received up to thirty (30) days after Notice of Completion. Subject to subparagraphs (d) & (e), thirty-five (35) days after the filing of said Notice of Completion the ARCHITECT shall issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and the basis of his observations, the Work has been completed in accordance with the terms and conditions of the Contract Documents and the entire balance found to be due and payable. Warranties required by the Contract Documents shall commence on the date of final acceptance of the project by the DISTRICT.

(c) The DISTRICT shall accept completion of the Contract and have the Notice of Completion recorded when the entire work shall have been completed to the satisfaction of the DISTRICT.

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

(e) If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the sixty (60) day period immediately following acceptance of completion, the DISTRICT shall withhold from the final payment an amount equal to one and one-half times the estimated cost, as determined by the DISTRICT, of each item until such time as the item is completed.

(f) At the end of such sixty (60) day period, if there are items remaining to be corrected, the DISTRICT may elect to proceed as provided in the Article entitled "Adjustments to Contract Price."

(g) The work may only be accepted as complete by action of the Governing Board.

Article 61. ADJUSTMENTS TO CONTRACT PRICE

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

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

Article 62. CORRECTION OF WORK

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

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

Article 63. EXTENSION OF TIME - LIQUIDATED DAMAGES

CONTRACTOR shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to: acts of God, or of public enemy, acts of Government, acts of DISTRICT or anyone employed by it or acts of another contractor in performance of a contract (other than this Contract) with DISTRICT, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather or delays of subcontractors due to such causes. Rain in excess of one-tenth of an inch (1/10") in one (1) day, or temperature which does not exceed 32 degrees Fahrenheit shall be considered adverse weather.

The following chart shows the normal number of adverse weather days for one year. The adverse weather days shall be shown on the schedule and, if not used, will become a float for the Project's use.

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Days	10	8	8	5	2	1	0	0	1	3	7	8

If the CONTRACTOR files for an extension in time due to excessive moisture content of the soil, the claim shall be made within three (3) working days of the discovery. The OWNER's soils engineer shall determine the level of moisture content allowable for the work to proceed based on the type of work underway and the type of soils. A non-compensable extension of time may be granted by the OWNER only for portions or areas of the work adversely affected by the excessive moisture. The balance of the work shall proceed. The CONTRACTOR shall also notify the OWNER when conditions appear to be adequately dry so that the moisture content can be tested to determine the length of the extension time. CONTRACTOR shall within seven (7) calendar days of beginning of any such delay (other than for weather related reasons and unless DISTRICT grants in writing a further period of time to file such notice prior to date of final settlement of the Contract) notify DISTRICT in writing of causes of delay. CONTRACTOR shall provide documentation and justification to substantiate the claim delay and its relation to the project's critical path. Thereupon DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT'S findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected.

Article 64. PAYMENTS WITHHELD

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

(1) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors for labor or materials furnished in the performance under

this Contract, including, without limitation, payments made pursuant to the Article entitled "PAYMENTS BY CONTRACTOR."

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

(3) Liquidated damages assessed against CONTRACTOR.

(4) Withholding Contract payments for violations of the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code; the DISTRICT shall withhold Contract payments when payroll records are delinquent or inadequate or when, after an investigation, it is established that underpayment of the prevailing wage has occurred. The authority of the DISTRICT to withhold Contract payments is found in Labor Code section 1771.6 and is also subject to provisions contained at Title 8 CCR section 16463. As explained more fully at Section 16463, the Labor Commissioner shall provide the CONTRACTOR and subcontractor, if applicable, with immediate written notice of the withholding of Contract payments, that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate, (2) specifies what amounts the DISTRICT has been directed to withhold, and (3) informs the CONTRACTOR or subcontractor of the right to request an expedited hearing to review the withholding of Contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under Section 16463.

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

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

(7) Damage to another contractor.

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

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

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

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

Article 65. EXCISE TAXES

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

Article 66. NO ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the DISTRICT; and the CONTRACTOR shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the CONTRACTOR shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the DISTRICT. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the DISTRICT in accordance with this Contract.

Article 67. NOTICE AND SERVICE THEREOF

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

(1) If notice is given to DISTRICT by personal delivery thereof to DISTRICT or by depositing same in United States mails, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;

(2) If notice is given to CONTRACTOR by personal delivery thereof to said CONTRACTOR or to CONTRACTOR'S superintendent at site of project, or by depositing same in United States mails, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such other address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid; or

(3) If notice is given to surety or other persons by personal delivery to such surety or other person or by depositing same in United States mails, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

All notices described in (1), (2) and (3) above shall be effective upon receipt.

Article 68. NO WAIVER

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

END OF DOCUMENT 00940

DOCUMENT 00950

SPECIAL CONDITIONS

1. Scope of Work

I. ECM 1: Retrofit Interior T8 and T12 Fluorescent Fixtures with New LED Bypass Lamps

Retrofit T8 and T12 fluorescent fixtures with new 18 watt LED bypass lamps. This measure will affect 760 T8 lamps at Anthony C. Traina Elementary School; 1,300 T8 lamps and 80 T12 lamps at Tom Hawkins Elementary School, and 1,271 T8 lamps at Monticello Elementary School.

II. ECM 2: Install Occupancy Sensors for Interior Lighting Control

Furnish and Install occupancy sensors to control the fixtures retrofitted as a part of ECM 1.

III. ECM 3: Replace Gas/ Electric Packaged Units with New Energy Efficient Units

Replace six 4.0 ton gas/electric packed rooftop units at Anthony C. Traina Elementary School, six 3.5 ton units at Tom Hawkins Elementary School, seven 4.0 ton units at Monticello Elementary School, with more energy efficient units.

IV. ECM 4: Implement Occupancy Based HVAC Control

Furnish and install occupancy sensors to control the new HVAC units proposed in ECM 3. The new network thermostats must be capable of accepting an input from an occupancy sensor. These thermostats are to be programmed to use the occupancy sensor input to reset the zone temperature when no occupancy is detected.

2. Mitigation Measures

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.).

3. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

4. Project Schedule and Liquidated Damages:

Phase	**Number of Days**	**Liquidated Damages**
Procurement	**52** Days from Notice to Proceed	**$250** per day
Construction	**39** Days	**$250** per day
Close- Out	**10** Days	**$500** per day

*Scheduled date. Subject to change at Districts discretion.

END OF DOCUMENT 00950

DOCUMENT 00960

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

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

2. Notice of Hazardous Waste or Materials Conditions

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

(1) Material that Contractor believes may be 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.

b. 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, Polycholrinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. 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 Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. 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 Times as a result of deleting such portion of Work, or performing the Work by others.

f. 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**

a. 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 law and contract 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).

b. 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.

c. 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

a. 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.

b. 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 or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, 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

a. To the 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, 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. § 960l et seq.).

9. Termination

a. 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 00960

SECTION 01010
GENERAL REQUIREMENTS

1.0 GENERAL

1.01 SUMMARY OF WORK:

I. ECM 1: Retrofit Interior T8 and T12 Fluorescent Fixtures with New LED Bypass Lamps

Retrofit T8 and T12 fluorescent fixtures with new 18 watt LED bypass lamps. This measure will affect 760 T8 lamps at Anthony C. Traina Elementary School; 1,300 T8 lamps and 80 T12 lamps at Tom Hawkins Elementary School, and 1,271 T8 lamps at Monticello Elementary School.

II. ECM 2: Install Occupancy Sensors for Interior Lighting Control

Furnish and Install occupancy sensors to control the fixtures retrofitted as a part of ECM 1.

III. ECM 3: Replace Gas/ Electric Packaged Units with New Energy Efficient Units

Replace six 4.0 ton gas/electric packed rooftop units at Anthony C. Traina Elementary School, six 3.5 ton units at Tom Hawkins Elementary School, seven 4.0 ton units at Monticello Elementary School, with more energy efficient units.

IV. ECM 4: Implement Occupancy Based HVAC Control

Furnish and install occupancy sensors to control the new HVAC units proposed in ECM 3. The new network thermostats must be capable of accepting an input from an occupancy sensor. These thermostats are to be programmed to use the occupancy sensor input to reset the zone temperature when no occupancy is detected.

1.02 PRE-CONSTRUCTION CONFERENCE:

Prior to commencing work, a Start Work Meeting will be held. At this time, the Contractor shall be instructed regarding Owner rules and regulations which are pertinent. Also at this meeting a project director will be assigned.

1.03 CONSTRUCTION UTILITIES:

The Contractor may use the Owner water and utilities, if available, to operate his equipment etc., free of charge, contingent upon the ability of the present switching and distribution system to supply the demand without overload. All materials for any special or extended connection for such utilities is to be furnished by the Contractor at its own expense. All such extensions and connections shall be made in a safe manner pursuant to all applicable rules and regulations.

1.04 SUPERINTENDENCE AND WORKMEN:

The Contractor shall give its personal supervision and direction to the project. It shall keep a superintendent, who is satisfactory to the Owner, constantly upon the premises while its work is in progress. The superintendent shall represent the contractor in its absence and have full authority to carry out the instructions of the duly authorized Owner representative regarding materials, storage scheduling, and workmanship. The contractor shall also provide competent and skilled journeymen in the respective trades required to perform the work.

1.05 EXAMINATION OF PREMISES:

A. A Job-Site inspection PRIOR to bidding is required. Each Contractor should inspect the site where services are to be performed and satisfy bidders as to all general conditions and performance of the contract.

B. All additional costs related to oversights or failure on the part of the Contractor to assess existing conditions shall be the sole responsibility of the Contractor.

1.06 WARRANTY:

All work specified and completed under this specification shall be warranted in writing by the major materials manufacturer covering all labor and material for a period of TWO (2) years, with no dollar limit or restriction. Extended warranties as may be required *are* indicated in the technical sections.

1.07 DAMAGE TO FACILITIES:

The Contractor is responsible for restoring all facilities and grounds to their original working condition. In the event of damage to any existing facility or appurtenance, and Contractor does not repair that damage within a reasonable time (ten (10) working days), the Owner will arrange for the repair and bill the Contractor performing the work called for herein or deduct same from any payment due.

1.08 JOB START AND COMPLETION DATE:

Contractor agrees that all work required to be performed by the Contract Documents shall be completed within the time period specified in the Agreement, General and Special Conditions. Contractor acknowledges the Contractor shall be liable for liquidated damages if the Project is not timely completed.

1.09 SAFETY AND HEALTH PROTECTION:

The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work. All installation, equipment and materials (temporary or permanent) shall be in full accordance with the latest rules and regulation of CAL/OSHA, the California Building Code, and the State Fire Marshal regulations. Also meet all compliance requirements for the accommodations of physically handicapped persons in buildings and facilities used by the public, safety orders of the California Division of Occupational Safety and Health, National Electric Code, the Uniform Plumbing Code and other applicable laws, codes or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these codes.

Immediately following the award of the contract, and before any work begins, the Contractor shall certify in writing, that he has an Illness and Injury Prevention Program that meets the requirements of Section 3203 of Title 8, Industrial Regulations, California Code Regulations.

The Contractor shall provide one (1) copy of each Material Safety Data Sheet (MSDS) for each chemical and product used by the Contractor for work to be performed at the job site. The Contractor shall also maintain on the job site, MSDS sheets for all chemicals and products to be used for work to be performed at the job site.

1.10 CODES AND STANDARDS:

All references to codes, specifications and standards in the technical sections and on the drawings shall mean and are intended to be the latest edition, or revision of such standards in effect as the date of these documents.

1.11 DEBRIS, REMOVAL AND CLEANUP:

The Contractor shall not allow the accumulation of rubbish in or around the area in which work I to be performed. Contractor shall remove the debris at least daily and more often if necessary. Upon the completion of the specified work, the Contractor shall remove all temporary structures, waste materials and rubbish around the equipment of upon the site. The entire area shall be left clean and in the condition found prior to construction.

1.12 DAYS DEFINED:

All references to time periods in days shall be construed to be Calendar Days, unless specifically noted as workdays.

1.13 AVAILABILITY OF THE SITE:

Project areas will be available for contract work between 7:00 A.M. and 7:00 P.M. weekdays unless prohibited by local ordinances. Work shall be coordinated with the school so as not to disrupt classes. Vehicle access will be restricted during school hours.

1.13.1 PARKING AND TRAFFIC CONTROL

1. Parking Criteria

   a. Coordinate location and number of parking spaces to be made available for Contractor's forces with Owner. Coordinate parking availability with other Contractors.

   b. Do not permit parking on adjacent public streets.

2. Traffic Control

   a. Traffic maintenance: Prior to start of work, determine the routing of construction vehicles, and the safeguards and procedures necessary to carry out the work. Obtain the Owner's approval of the traffic routes, and for any removal, temporary relocation and reinstallation of traffic control signal. In addition:

      1. Be responsible for controlling construction traffic within and adjacent to the site.

         Avoid scheduling deliveries, equipment staging and other construction operations when students are being dropped off or picked up, or when school buses are present.

      2. Provide entrances, lifts and safeguards required or necessary to the progress of the work and effectively control such traffic to provide minimum hazard to the work and all persons.

      3. Route construction equipment, trucks and similar vehicles via

existing public streets to and from the site as approved by the governing authorities.

4. Obtain prior approval of Construction Manager for each occurrence when construction traffic occurs when students and staff are on campus. If approved by Construction Manager, provide "spotter(s)" responsible for leading construction traffic through campus areas.

   Where approval is not obtained, do not attempt deliveries or vehicular movements until campus is vacant.

5. Obtain and pay for permits and inspections made necessary by use of public street, sidewalks, curbs and paving. Post guarantees and bonds that may be required and repair and make good any damages thereto acceptable to the authorities having jurisdiction.

6. Construct and maintain temporary walks for pedestrians. Keep streets adjacent to the site open to vehicular and pedestrian traffic.

7. Maintain constant access for police, fire and ambulance service.

8. Provide and maintain for proper control of traffic and safety of all concerned. Provide all necessary barricades, suitable and sufficient light, reflectors and danger signals.

9. Provide warning and closure signs, directional and detour signs, and whatever additional measures are necessary.

10. Indicate, on a 24-hour basis, restricted and dangerous conditions existing on or adjacent to the site. Illuminate barricades, danger signals, warning signs and obstructions at night. Keep warning lights burning from sunset until sunrise.

B. ACCESS ROADS AND STAGING AREAS

1. Coordinate location of access roads and staging areas with Owner and other Contractors.

2. Provide and maintain access to fire lanes and fire hydrants at all times, free of obstructions. Coordinate location, locking device and dimension of gates with fire department having jurisdiction.

3. Do not permit delivery trucks to block, park or wait on public streets.

4. Coordinate site access through locked access gates with Owner. Keys to such gates will not be released to Contractor.

1.14 STANDARDS OF TESTING LABORATORY:

Fire Ratings: Contractors shall submit a written certification when specifications require proof of materials to conform to the different requirements of Underwriters Laboratories

(UL) or Factory Mutual Laboratories (FM). In lieu of a UL or FM listing, submit a written certificate from a testing agency satisfactory to Facilities Management. Furnish materials with labels attached. On-site installation of labels is not permitted. Exceptions will not be allowed.

1.15 UTILITY SHUTDOWNS:

1.15.1 Unless otherwise specifically provided for elsewhere in the contract, all work requiring electrical outages shall be accomplished on the weekends. Requests for outages shall be made at least 14 working days in advance of the date desired and include at least one alternate date. Contractor is cautioned that electrical outages may not be granted on the date(s) requested, therefore, Contractor should schedule its work so as to maintain some flexibility. This work shall be included in the bid.

B. No utility service is to be interrupted for any purpose without prior approval of the Owner. Where fire protection, detection or evacuation alarms are affected, written approval from the Owner must be obtained.

C. Request for permission to interrupt services shall be submitted in writing to the Owner 14 working days prior to date of proposed interruption, notwithstanding the requirements of paragraph "AVAILABILITY OF SITE" of this section. Request shall give the following information:

1. Locations of interruptions.
2. Hours and Dates of interruptions.
3. Services to be effected.

D. Services shall not be interrupted until receipt of approval of proposed hours and dates from the Owner.

1.16 BUILDING SECURITY:

The Contractor has sole responsibility for providing and maintaining building security in storage and work areas during and after work hours for the duration of the project.

1.17 DRAWINGS:

1.17.1 The drawings and specifications which form a part of this contract are for the assistance of the Contractor; exact locations, spacing, distances, and elevations, must be established by the Contractor who shall accept the contract with this understanding.

1.17.2 The Contractor will be provided with seven (7) sets of construction bid documents, including addenda, for use during construction. Additional sets may be purchased from the blueprinter at the Contractor's expense.

1.18 PROTECTION:

All equipment and material shall be protected from damage. Work and materials of other trades shall be protected from damage during the course of work. Materials and equipment stored and installed at the job site shall be protected from dust, water and other damage until final acceptance.

1.19 RECORD DRAWINGS:

Upon completion of the work and as a precedent to payment, the Contractor shall deliver to the Owner two (2) complete sets of drawings, as built, showing the work exactly as constructed.

1.20 ENVIRONMENTAL CONSIDERATIONS:

A. Painting/Coating Requirements:

1. Organic Solvent: The Contractor shall limit emissions of organic solvents into the atmosphere in accordance with local applicable ordinances or rules. The rule applies to use, cleanup, and disposal of organic, photochemically reactive, and non-photochemically reactive materials containing these solvents.

2. Lead-Containing Materials: The Contractor shall not use paints or coatings containing lead in excess of 0.06 percent by weight of total non-volatile content in accordance with Title 16 of the Code of Regulations, part 1303. Paints or coatings on surfaces within reach of children in housing, recreation, and public areas shall have zero lead content.

B. Electrical Requirements: It is imperative that electrical equipment removed from service be properly disposed of.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

1.0 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SUMMARY:

This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals."

1.02 SCHEDULE OF VALUES:

Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- Contractor's construction schedule.
- Application for Payment form.
- List of subcontractors.
- List of products.
- List of principal suppliers and fabricators.
- Schedule of submittals.

Submit the Schedule of Values to the Construction Manager at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.

Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

Identification: Include the following Project identification on the Schedule of Values:

- Project name and location.
- Name of the Construction Manager.
- Project Number.
- Contractor's name and address.

- Date of submittal.

Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

- Generic name.
- Related Specification Section.
- Name of subcontractor.
- Name of manufacturer or fabricator.
- Name of supplier.
- Change Orders (numbers) that have affected value.
- Dollar Value of item shall be the contract or purchase amount. Separate contracts and suppliers shall not be combined on a single line item.
- Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.

Provide a breakdown of the Contract Sum in sufficient detail as directed by the Owner/Construction Manager upon Notice to Proceed to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

Round amounts off to the nearest dollar; the total shall equal the Contract Sum.

For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials for each subsequent stage of completion, and for total installed value of that part of the Work.

Unit Cost Allowances: Show line item value of unit cost allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.

Margins of Cost: Each line item shall be the direct contractor/subcontractor amount.

The Contractor's profit and overhead shall be listed on the schedule of values and shall be billed monthly, based on the percentage of work completed.

The Contractor's General Conditions shall be billed equally each month, billed on the duration of the project. If the Contractor is behind schedule, the amount per month shall be reduced.

At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values.

Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.03 APPLICATIONS FOR PAYMENT:

Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager and paid for by the Owner.

The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

Payment Application Forms: Use Application and Certificate for Payment (Attachment 1a) and Continuation Sheets (Attachment 1b).

Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Submit one (1) copy each of initial rough draft of pay application to Construction Manager and Project Inspector of Record for review. Provide quantities, invoices, shipping tags, subcontractor back-up, etc., as requested, in order to facilitate the review. Construction Manager shall return pay application to Contractor following review.

Transmittal: Submit four (4) executed copies of each Application for Payment and rough draft with corrections to the Construction Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.

Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Construction Manager.

Waivers of Mechanics Lien: Waivers will be required throughout the project, in the following sequence:

First Construction Request: The General Contractor will submit with the first request a "Conditional Waiver and Release Upon Progress Payment," signed by the General Contractor and another signed by each subcontractor/supplier, and a "Summary of Lien Releases" which totals the current request. The subcontractor/supplier waiver shall be equal to the amount requested on the payment application.

Subsequent Construction Request: After the first request has been paid, each subsequent

request shall be accompanied by a “Summary of Lien Releases,” and a “Conditional Waiver and Release Upon Progress Payment” for the new request. Also submit an “Unconditional Waiver and Release Upon Progress Payment” for the work previously performed and paid in prior requests.

Waiver Forms: Submit waivers of lien on forms acceptable to Owner, and executed in a manner acceptable to the Owner. Owner will supply such forms to the Contractor upon request.

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

- List of subcontractors and entire executed subcontract.
- List of principal suppliers, fabricators and copy of purchase order/contract.
- Schedule of Values.
- Contractor's Construction Schedule (preliminary if not final).
- Schedule of principal products.
- Schedule of unit prices.
- Submittal Schedule (preliminary if not final).
- List of Contractor's staff assignments.
- List of Contractor's principal consultants.
- Copies of authorizations and licenses from governing authorities for performance of work.
- Initial progress report.
- Certification of insurance and insurance policies.
- Performance and payment bonds (if required).
- Data needed to acquire Owner's insurance.
- Initial settlement survey and damage report, if required.
- Update on Project As-Builts.

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

- Occupancy permits and similar approvals.
- Warranties (guarantees) and maintenance agreements.
- Test/adjust/balance records (where applicable).
- Maintenance instructions (where applicable).
- Meter readings.
- Start-up performance reports.

- Changeover information related to Owner's occupancy, use, operation and maintenance.
- Final cleaning.
- Application for reduction of retainage, and consent of surety.
- Advice on shifting insurance coverages.
- List of incomplete Work, recognized as exceptions to Construction Manager's Certificate of Substantial Completion.
- Summary of Lien Releases.
- Certified List of All Contractors.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:

- Completion of Project closeout requirements.
- Completion of items specified for completion after Substantial Completion.
- Assurance that unsettled claims will be settled.
- Assurance that Work not complete and accepted will be completed without undue delay.
- Transmittal of required Project construction records to Owner.
- Proof that taxes, fees and similar obligations have been paid.
- Removal of temporary facilities and services.
- Removal of surplus materials, rubbish and similar elements.
- Contractors Affidavit of Payment of Debts and Claims. (Attachment 2)
- Contractors Affidavit of Release of Liens. (Attachment 3)
- Consent of Surety Company to Final Payment. (Attachment 4)
- Unconditional Waiver and Release of Final Payment.

END OF SECTION

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER EDITION

ONE PAGE

TO OWNER:

PROJECT:

APPLICATION No:

PERIOD TO:

PROJECT No's:

CONTRACT DATE:

Distribution to:

- ☐ OWNER
- ☐ CONST. MANAGER
- ☐ ARCHITECT
- ☐ CONTRACTOR

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ _____
2. **Net Change By Change Orders**..... $ _____
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ _____
4. **TOTAL COMPLETED & STORAGE TO DATE** ..... $ _____
   (Column G on Continuation Sheet)
5. **RETAINAGE:**
   a. ____% of Completed Work..... $ _____
   (Column D + E on Continuation Sheet)
   b. ____ % of Stored Material ..... $ _____
   (Column F on Continuation Sheet)
   Total Retainage..... $ _____
   (Line 5a + 5b or Total Column I on Continuation Sheet)
6. **TOTAL EARNED LESS RETAINAGE** ..... $ _____
   (Line 4 less Line 5 total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ _____
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ _____
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____.

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on onsite observation and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollars. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED TO DATE (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E+ F)	% (G + C)	BALANCE TO FINISH (C – G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

(3) Where claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially this form.

Form 3 NOTE: This form of release complies with the requirements of Civil Code Section 3262 (d) (1). It is to be used by a party who applies for a progress payment, when the progress payment has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

TO (Owner)

PROJECT NO.

CONTRACT FOR:

CONTRACT DATE:

PROJECT: (Name, Address)

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. Form "CONSENT OF SURETY" may be used for this purpose.
   Indicate attachment: yes _____ no _____

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Form "CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS".

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20___

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

PROJECT NO.

CONTRACT FOR:

CONTRACT DATE:

PROJECT: (Name, Address)

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Liens attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20___

Notary Public:

My Commission Expires:

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

(3) Where claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially this form.

Form 3 NOTE: This form of release complies with the requirements of Civil Code Section 3262 (d) (3). It is not effective until the check that constitutes final payment has been properly endorsed and has cleared the bank.

PROJECT: (Name, Address)

PROJECT NO.

CONTRACT FOR:

TO: (Owner)

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company here)

, SURETY COMPANY,

on bond of (insert name and address of Contractor here)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (insert name and address of Owner here)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 20___

_____
Surety Company

_____
Signature of Authorized Representative

Attest:
(Seal):

_____
Title

NOTE:This for is to be used as a companion document to CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.

SECTION 01030
ALTERNATES AND UNIT PRICING

PART I – ALTERNATES

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. Bid Form and Proposal;

D. Instruction to Bidders.

1.02 DESCRIPTION

A. The following items of work include proposed modifications to, substitutions for, to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

1.03 GENERAL

A. Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an items is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

1.04 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

1.05 ALTERNATES

None

PART 2 - UNIT PRICING

2.01 GENERAL

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

2.02 UNIT PRICES

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

Lighting:

Work Scope	Description	Estimated Quantity	Unit	Unit Price ($)	Total Cost w/o Division 1 Adder ($)	Total Cost w/ Division 1 Adder ($)
1	RetrofitT8 and T12 Fluorescent Fixtures with New LED Bypass Lamps					
2	Install New Occupancy Sensors to control the Retrofitted Fixtures					
3	0					
4	0					
Total ($)						$

TOTAL OF ALL ITEMS OF THE WORK SCOPE:

_____

(Price in words)

Mechanical:

Work Scope	Description	Estimated Quantity	Unit	Unit Price ($)	Total Cost w/o Division 1 Adder ($)	Total Cost w/ Division 1 Adder ($)
1	Replace Gas/ Electric Packaged Units (4.0 Ton) - 14 SEER					
2	Add Occupnacy Sensors for HVAC Control					
3	0					
4	0					
Total ($)						$

TOTAL OF ALL ITEMS OF THE WORK SCOPE:

_____

(Price in words)

END OF SECTION

SECTION 01032
ALLOWANCES

PART I – ALLOWANCES

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. Bid Form and Proposal;

D. Instruction to Bidders.

1.02 ALLOWANCES

A. Contractor shall include in his base bid the following allowances:

$5,000 for unforeseen conditions and other work as may be approved by the District

B. All proposed use of the allowances must be approved by the District prior to Work being performed, and shall be supported by detailed records, including full documentation of the labor, material, equipment, and subcontractor costs involved. Any allowances remaining at the end of the Project after payment of all final costs shall be returned to the District.

END OF SECTION

SECTION 01035
MODIFICATION PROCEDURES

1.0 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SUMMARY:

This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

Related Sections: The following sections contain additional information related to modification procedures:

- Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
- Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule and Product Substitutions.
- Division 1 Section "Application for Payment" for administrative procedures governing applications for payment.

1.02 MINOR CHANGES IN THE WORK:

All minor changes in the work, even those not involving an adjustment to the Contract Sum or Contract Time, will require a change order. Any change to the plans or specifications must be approved by the Office of the State Architect.

1.03 CHANGE ORDER PROPOSAL REQUESTS:

Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Owner, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

Proposal requests issued by the Owner are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.

Unless otherwise indicated in the proposal request, within 14 days of receipt of the proposal request, submit to the Owner for review an estimate of cost necessary to execute the proposed change.

- Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
- Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

Contractor-Initiated Change Order Requests: When latent or other unforeseen conditions require

modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Owner.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements in Section 01300 "Submittals", 1.03, Substitutions, if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

Contractor agrees that the percentage markup for all overhead and profit shall be calculated as follows:

1. If the Contractor performs the work with its own forces, its percentage markup for overhead and profit shall not exceed fifteen percent (15%) of its hard costs.
2. If the Contractor performs the work through a subcontractor that is not owned or controlled by it, its percentage markup shall not exceed five percent (5%) of its subcontractor's hard costs for such work.
3. If the Contractor performs the work through a subcontractor that is not owned or controlled by it, its subcontractor's percentage markup shall not exceed ten percent (10%) of its subcontractor's hard costs for such work.
4. The ***total*** percentage markup on any change order shall not exceed fifteen percent (15%) of the actual cost of such work.
5. The above percentage markups for overhead and profit (including that for work performed by subcontractors) are understood to include Contractor's and subcontractor's site supervision costs, home office overhead, profit margin, insurance, general conditions, small tools, consumables, and all other factors. The actual cost of additional bond capacity, not to exceed two percent (2%) of the increased value of the Contract, shall be added to change orders.

Proposed Change Order Form: Use form (Attachment 1) for Change Order Requests.

1.04 CONSTRUCTION CHANGE DIRECTIVE:

Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Request, the Owner may issue a Construction Change Directive (Attachment 2), instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or

Contract Time.

Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. Time must be verified by the Project Inspector of Record or Owner during the course of the work.

After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.04 CHANGE ORDER PROCEDURES:

Upon the Owner's approval of a Change Order Request, the Owner will issue a Change Order (Attachment 3) for signatures of the Owner and Contractor, as provided in the Conditions of the Contract. All parties must comply with Section 4-338, Part 1, Title 24, including addenda and change orders.

END OF SECTION

PROPOSED CHANGE ORDER

Distribution to:
OWNER ☐
ARCHITECT ☐
CONSTRUCTION MANAGER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:
(Name, address)

PCO NUMBER: _____

DATE:

TO:

PROJECT No.:

CONTRACT FOR:

Reference: RFI # _____ PR # _____ ASI# _____
CCA # _____ CCD # _____

CONTRACT DATE:

Description of work:

1. Subcontractor Work (mark-up not to exceed 10%)

(Please attached all required backup, quantities, unit cost, etc., associated with work performed.)

1. Subcontractor Quote $ _____
2. Subcontractor Quote $ _____
3. Subcontractor Quote $ _____

SUBTOTAL $ _____

Contractor mark-up on Sub work (not to exceed 5%) $ _____

TOTAL - 1 $ _____

2. Work Performed by Prime Contractor

(Please attached all required backup, quantities, unit cost, etc., associated with work performed.)

Materials $ _____

Labor $ _____

Equipment $ _____

SUBTOTAL $ _____

Prime Contractor OH&P (not to exceed 15%) $ _____

TOTAL - 2 $ _____

TOTAL - 1 & 2 $ _____

Bond Premium (actual rate, not to exceed 2%) $ _____

TOTAL PROPOSED CHANGE **$ _____**

Extension of Contract Time proposed _____ Days.

Prepared by _____ Date _____

CONSTRUCTION CHANGE DIRECTIVE

CONSTRUCTION MANAGER EDITION

Distribution to:

- OWNER ☐
- ARCHITECT ☐
- CONSTRUCTION MANAGER ☐
- CONTRACTOR ☐
- FIELD ☐
- OTHER ☐

PROJECT:
(Name, address)

TO (Contractor):

DIRECTIVE NUMBER:

DATE:

PROJECT No.:

CONTRACT FOR:

CONTRACT DATE:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

☐ Lump Sum (increase) (decrease) of $_____

☐ Unit Price of $ _____ per _____

☐ as follows:

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of _____ days) (a decrease of _____ days).

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

_____
CONTRACTOR

_____
Address

_____

BY _____

DATE _____

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

OWNER	CONSTRUCTION MANAGER	ARCHITECT
Address	Address	Address
BY	BY	BY
DATE	DATE	DATE

CHANGE ORDER
CONSTRUCTION MANAGER EDITION

Distribution to:

OWNER	☐
ARCHITECT	☐
CONSTRUCTION MANAGER	☐
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT:
(Name, address)

TO (Contractor):

CHANGE ORDER NUMBER:

INITIATION DATE:

ARCHITECT'S PROJECT No.:

CONSTRUCTION MANAGER'S PROJECT No.:

CONTRACT FOR:

CONTRACT DATE:

You are directed to make the following changes in this Contract: (See itemized attachment)

Not valid until signed by the Owner, the Architect and the Construction Manager.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The original (Contract Sum) (Guaranteed Maximum Cost) was	$		.00
Net change by previously authorized Change Orders	$		.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order	$		.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order	$		.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	$		.00
The Contract Time will be (increased) (decreased) (unchanged) by this Change Order		(_____)	Days
The Date of Substantial Completion as of the date of this Change Order therefore is		_____	

Recommended:	Approved:
_____	_____
CONSTRUCTION MANAGER	ARCHITECT
_____	_____
ADDRESS	ADDRESS
_____	_____
BY _____	BY _____
DATE _____	DATE _____
_____	_____
CONTRACTOR	OWNER
_____	_____
ADDRESS	ADDRESS
_____	_____
BY _____	BY _____
DATE _____	DATE _____

SECTION 01040
PROJECT COORDINATION

1.0 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SUMMARY:

This section specifies administrative and supervisory requirements necessary for project coordination include, but are not necessarily limited to:

- Coordination
- Administrative and supervisory personnel
- General installation provisions
- Cleaning and protection

Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings."

Requirements for the Contractor's Construction Schedule are included in Section "Submittals."

1.02 COORDINATION:

Coordination: Coordinate all construction activities with other on-site Contractors included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection and operation.

- Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
- Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- Make adequate provisions to accommodate items scheduled for later installation.

Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

- Prepare similar memoranda for the Owner and separate contractors where

coordination of their work is required.

Administration Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and on-site Contractors to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

- Preparation of schedules
- Installation and removal of temporary facilities
- Delivery and processing of submittals
- Progress meetings
- Project Close-out activities

Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials.

- Salvage materials and equipment involved in performance of, but not actually incorporated in, the work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

1.03 SUBMITTALS:

Coordination Drawings: Prepare and submit coordination drawings where close and careful coordination is required with other on-site Contractors or due to existing conditions for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.

- Show the interrelationship of components shown on separate Shop Drawings.
- Indicate required installation sequences.
- Comply with requirements contained in Section "Submittals."
- Contractor is responsible for coordination with other on-site Contractors and all of the Contractor’s Subcontractors. Location of equipment and corresponding support members shown in drawings are approximate. Actual dimensions of units and locations must be determined by Contractor and reviewed by Owner.

Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

1.04 EXECUTION:

Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Owner for final decision.

Recheck measurements and dimensions, before starting each installation.

Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Owner for final decision.

1.05 CLEANING AND PROTECTION:

During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such

exposures include, but are not limited to, the following:

- Excessive static or dynamic loading
- Excessive internal or external pressures
- Excessively high or low temperatures
- Thermal shock
- Excessively high or low humidity
- Air contamination or pollution
- Water or ice
- Solvents
- Chemicals
- Light
- Radiation
- Puncture
- Abrasion
- Heavy traffic
- Soiling, staining and corrosion
- Bacteria
- Rodent and insect infestation
- Combustion
- Electrical current
- High speed operation
- Improper lubrication
- Unusual wear or other misuse
- Contact between incompatible materials
- Destructive testing
- Misalignment
- Excessive weathering
- Unprotected storage
- Improper shipping or handling
- Theft
- Vandalism

END OF SECTION

SECTION 01045
CUTTING AND PATCHING

1.0 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SUMMARY:

This section specifies administrative and supervisory requirements for cutting and patching.

Refer to other sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.

Requirements of this section apply to mechanical and electrical installations. Refer to Division 15 and Division 16 for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.02 SUBMITTALS:

Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:

- Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
- Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components.
- List products to be used and firms or entities that will perform work.
- Indicate dates when cutting and patching is to be performed.
- List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
- Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

- Approval by the Owner to proceed with cutting and patching does not waive the

Owner's right to later require complete removal and replacement of a part of the work found to be unsatisfactory.

1.03 QUALITY ASSURANCE:

Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:

- Foundation construction
- Bearing and retaining walls
- Structural concrete
- Structural steel
- Lintels
- Timber and primary wood framing
- Structural decking
- Stair systems
- Miscellaneous structural metals
- Exterior curtain wall construction
- Equipment supports
- Piping, ductwork, vessels and equipment
- Structural systems of Special Construction specified in Division 13

Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

- Shoring, bracing, and sheeting
- Primary operational systems and equipment
- Air or smoke barriers
- Water, moisture, or vapor barriers
- Membranes and flashings
- Fire protection systems
- Noise and vibration control elements and systems
- Control systems
- Communication systems

- Conveying systems
- Electrical wiring systems
- Special Construction specified in Division 13.

Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Owner's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

If possible, retain the original installer or fabricator to cut and patch the following categories of exposed work, or if it is not possible to engage the original installer or fabricator, engage another recognized, experienced and specialized firm.

- Processed concrete finishes
- Preformed metal panels
- Window wall system
- Stucco
- Acoustical ceilings
- Finished wood flooring
- Carpeting
- Wall covering
- HVAC enclosures, cabinets or covers

1.04 PRODUCTS:

Materials: Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible, with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

1.05 EXECUTION:

A. INSPECTION

Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

B. PREPARATION

Temporary Support: Provide temporary support of work to be cut.

Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

C. PERFORMANCE

General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendation.

In general, where cutting is required, use hand or small power tools designed for sawing or grinding, no hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.

By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

D. CLEANING

Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

1.0 GENERAL

1.01 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 SUMMARY:

This section specifies administrative and procedural requirements for project meetings including, but not limited to:

- Pre-Construction Conference
- Progress Meetings

Construction schedules are specified in Division 1 Section "Submittals".

1.03 PRE-CONSTRUCTION CONFERENCE:

Schedule a pre-construction conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.

Attendees: The Owner, Construction Manager and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule
- Critical work sequencing
- Designation of responsible personnel
- Procedures for processing field decisions and Change Orders
- Procedures for processing Applications for Payment
- Distribution of Contract Documents
- Submittal of Shop Drawings, Product Data and Samples
- Preparation of record documents
- Use of the premises
- Office, work and storage areas

- Equipment deliveries and priorities
- Safety procedures
- First aid
- Security
- Housekeeping
- Working hours
- Temporary utilities
- Procedures for testing
- Requirements for start-up of equipment

1.04 PROGRESS MEETING:

Conduct progress meetings at the project site on a weekly basis. Notify the Owner and Construction Manager of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

Attendees: In addition to representatives of the Owner and Construction Manager, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.

Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current state of the project.

Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction that is behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Provide two week look ahead schedule as requested.

- Review outstanding Submittals
- Review outstanding RFI’s
- Review Change Orders
- Review Old Business

Review the present and future needs of each entity present, including such New Business items as:

- Field observation, problems and decisions
- Interface requirements
- Time, identification of problems which impede planned progress
- Sequences
- Deliveries
- Off-site fabrication problems
- Access
- Site utilization
- Temporary facilities and services
- Hours of work
- Hazards and risks
- Housekeeping
- Quality and work standards
- Documentation of information for payment requests

Reporting: No later than three (3) days after each progress meeting date, Construction Manager to prepare and distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

Contractor Daily Report Updating: Submit Contractor's Daily Reports to date.

END OF SECTION

SECTION 01300
SUBMITTALS

1.0 GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to work of this section.

1.02 SUMMARY

This section specifies administrative and procedural requirements for project submittals including, but not limited to:

- Material and Equipment submittals
- Shop Drawings
- Substitutions
- Construction Schedule

1.03 Materials and Equipment:

A. Submittals called for under this paragraph shall be provided to the Owner within 15 calendar days after notice to proceed.

B. The Contractor shall furnish in quadruplicate to the Owner for approval, full information including lists, affidavits, certificates and manufacturers' recommendations.

C. Furnish two additional copies of those additional items that require fire protection compliance in accordance with a specified standard.

D. The Owner will return submittals within 14 calendar days.

E. The 14-calendar day period for approval referred to above shall exclude mailing time.

F. Approvals may be based on the manufacturer's published ratings.

1.04 Shop Drawings:

A. The Contractor shall furnish shop drawings for approval to the Owner within 15 calendar days after Notice to Proceed, where shop drawings are required in the provisions of the technical section or sections.

B. Where work under any section is interrelated or interdependent with work under other sections, shop drawings shall be submitted concurrently for these sections.

C. One copy of drawings dated and stamped will be returned to Contractor not later than 14 calendar days after receipt by the Owner.

1.05 Substitutions:

A. Specific brand names mentioned shall establish standards of quality and performance and the phrase "or approved equal by the Owner" shall be implied unless otherwise noted as a sole source.

B. Substitute materials and equipment shall be equal in quality and utility to those specified. Any substituted materials and equipment installed without the approval of the Owner shall be removed and replaced with approved materials and equipment without cost to the Owner.

1.06 Type of Submittals:

A. MANUFACTURER'S DATA (MD): MD consists of specs., engineering data, and complete descriptive information of the item specified. MD shall be provided by and printed by the manufacturer.

B. MATERIAL SAFETY DATA SHEET (MSDS): To be submitted for each chemical and product used by the Contractor as required by OSHA's Hazard Communication Standard 29CFR 1910.1200 as supplemented by Cal OSHA T8CCR5194.

C. MANUFACTURER'S INSTALLATION INSTRUCTIONS (MII): MII shall consist of data describing complete installation of the item specified. MII shall be provided by and printed by the manufacturer.

D. SAMPLES: Samples shall consist of actual manufacturer's product and are further defined in the SCHEDULE and/or technical section.

E. AS-BUILT DRAWINGS (ABD): ABD shall consist of complete and accurately dimensioned plans, sections, and details of the finished facility.

F. OTHER: Other submittal types will include, but are not limited to, commercial warranties and notification letters. See technical sections for special submittal requirements.

1.07 Mandatory Submittal Format:

A. Submittal data shall be complete in all respects and indicate full compliance with the applicable technical sections.

B. The Owner reserves the right to disapprove submittals not meeting the above requirements.

1.08 Construction Schedule:

Within (15) days after the Notice to Proceed, the Contractor shall provide a completed standard construction schedule, in horizontal bar chart form, or other Construction Manager/Architect-approved format. Identify each building and site work with a separate line for each major work activity and scheduled on a weekly basis. Integrate all portions of the project to identify critical path. Where specified, prepare the schedule based on Phases as requested.

A. Secure time commitments for performing critical elements of the Work

from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically, sequences necessary for completion of related portions of the Work. Indicate early/late start, early/late finish, float dates and duration.

B. The schedule activities shall be coded to include activity responsibility and the area of work. Area codes shall distinguish construction activities related to individual buildings and site areas, such as building demolition, parking lot areas, off-site street improvements.

C. No activity in the schedule shall have a duration longer than twenty (20) workdays, with the exception of fabrication and procurement activities, unless otherwise approved by the District. Activity durations shall be the total number of actual days required to perform the work. Provide additional breakdown as requested.

D. Identify all utility and service interruptions and connections, including disconnection of existing buildings.

E. Detailed network activities shall include, in addition, submittal and approval of shop drawings, procurement of critical materials and equipment, fabrication of special material and equipment and their installation and testing. All activities of the District that affect progress and contract required dates for completion of all or parts of the work shall be shown.

F. Include adverse weather days and Owner float days as identified in the project agreement.

G. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES

1.0 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SUMMARY:

This section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

Temporary utilities required include, but are not limited to:

- Water service and distribution
- Temporary electric power and light
- Telephone service
- Storm and sanitary sewer

Temporary construction and support facilities required include, but are not limited to:

- Temporary enclosures
- Hoists and temporary elevator use
- Waste disposal services
- Construction aids and miscellaneous services and facilities

Security and protection facilities required include, but are not limited to:

- Temporary fire protection
- Barricades, warning signs, lights
- Environmental protection, as required

1.02 SUBMITTALS:

Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility within 15 days of the date established for commencement of the work.

1.03 QUALITY ASSURANCE:

Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including, but not limited to:

- Building Code requirements
- Health and Safety regulations
- Utility company regulations
- Police, Fire Department and Rescue Squad rules
- Environmental Protection regulations

Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services," prepared jointly by AGC and ABC, for industry recommendations.

Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electrical service. Install service in compliance with National Electric Code (NECA 70).

Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS:

Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions or public nuisances to develop or persist on the site.

1.05 PRODUCTS:

A. MATERIALS

General: Provide new materials; if acceptable to the Owner, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.

Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent nylon-reinforced, laminate polyethylene or polyvinyl chloride fire retardant tarpaulins.

Water: Provide potable water approved by local health authorities.

B. EQUIPMENT:

General: Provide new equipment; if acceptable to the Owner, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light or connection of power tools and equipment.

Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.

Heating Units: Provide temporary units that have been tested and labeled by UL, FM or another recognized trade associate related to the type of fuel being consumed.

Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated, recirculation or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material.

First Aid Supplies: Comply with governing regulations.

Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class "A" fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated Class "ABC" dry chemical extinguishers of NFPA recommended classes for the exposures.

Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

1.06 EXECUTION:

A. INSTALLATION

Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

B. TEMPORARY UTILITY INSTALLATION

Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephones on separate lines for each temporary office and first aid station. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants.

At each telephone, post a list of important telephone numbers.

C. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.

Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion.

Provide incombustible construction for offices, shops and sheds located within the construction area or within 30 ft. of building lines. Comply with requirements of NFPA 241.

Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.

Use of gasoline-burning space heaters, open flame or salamander-type heating units is prohibited.

Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

Provide toilet tissue, paper towel, paper cups and similar disposable materials for each facility. Provide covered waste containers for used materials.

Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units including paper supply.

Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.

Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.

Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

Where temporary wood or plywood enclosure exceeds 100 square feet in area, use UL-labeled fire-retardant treated material for framing and main sheathing.

Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80° F (27° C). Handle hazardous, dangerous or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

B. SECURITY AND PROTECTION FACILITIES INSTALLATION

Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Owner.

Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types

needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

Store combustible materials in containers in fire-safe locations.

Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.

Provide supervision of welding operations, combustion-type temporary heating units and similar sources of fire ignition.

Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete each installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways and subsoil might be contaminated or polluted or that other undesirable effects might result. Limit use of tools and equipment to hours that will minimize complaints from persons or firms near the site.

1.07 OPERATION TERMINATION AND REMOVAL

Supervision: Enforce strict discipline in the use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

Termination and Removal: Unless the Owner requests that it be maintained longer, remove each temporary facility when the need for it has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of project identification signs.

Remove temporary paving that is not intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period.

END OF SECTION

SECTION 01700
PROJECT CLOSEOUT

1.0 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.01 SUMMARY:

This section specifies administrative and procedural requirements for project closeout, including but not limited to:

- Inspection procedures
- Project record document submittal
- Operating and maintenance manual submittal
- Submittal of warranties
- Spare parts
- Training
- Final cleaning

Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 1 and 16.

1.02 SUBSTANTIAL COMPLETION:

Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

- In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not completed.
- Advise Owner of pending insurance changeover requirements.
- Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

- Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- Submit record drawings, maintenance manuals, damage or settlement survey, property survey, and similar final record information.
- Deliver tools, spare parts, extra stock, and similar items.
- Make final changeover of permanent locks and transmit keys to Owner. Advise the Owner's personnel of changeover in security provisions.
- Complete start-up testing of system, and instruction of the Owner's operating and maintenance personnel. Discontinue or changeover and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

Inspection Procedures: Upon receipt of a request for inspection, the Owner/Construction Manager will either proceed with inspection or advise the Contractor of unfilled requirements. The Owner will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Construction Manager will repeat the inspection when requested and assured that the Work has been substantially completed. The Contractor shall notify the Construction Manager in writing and attach the punchlist with all items signed-off.

Results of the completed inspection will form the basis of requirements for final acceptance.

1.03 FINAL ACCEPTANCE:

Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

- Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
- Submit an updated final statement, accounting for final additional changes to the Contract Sum.

- Submit a certified copy of the Construction Manager's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Construction Manager.
- Submit final meter readings for utilities, and similar data as of the date of Substantial Completion, or the date the Owner took possession of and responsibility for corresponding elements of the Work.
- Submit Consent of Surety to Final Payment, (See Section 01027, Applications for Payment).
- Submit a final liquidated damages settlement statement.
- Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Reinspection Procedure: The Construction Manager will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Construction Manager.

Upon completion of reinspection, the Construction Manager will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

If necessary, reinspection will be repeated.

1.04 RECORD DOCUMENT SUBMITTALS:

General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Construction Manager's reference during normal working hours.

Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of contract drawings and shop drawings. Mark the set to show the actual installation where the installation varies substantially from work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

- Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
- Mark new information that is important to the Owner, but was not shown on contract drawings or shop drawings.

- Note related Change Order numbers where applicable.
- Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion of the Work, submit record Specifications to the Construction Manager for the Owner's records.

Record Product Data: Maintain one copy of each product data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.

Upon completion of mark-up, submit complete set of record Product Date to the Construction Manager for the Owner's records.

Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Construction Manager and the Owner's personnel to determine which of the submitted samples that have been maintained during progress of the work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.

Miscellaneous Record Submittals: Refer to individual specification sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Construction Manager for the Owner's records.

Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty, 2 inch, e-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

- Emergency instructions
- Spare parts list
- Copies of warranties
- Wiring diagrams
- Recommended "turn around" cycles
- Inspections procedures
- Shop Drawings and Product Data
- Fixture lamping schedule

1.05 EXECUTION:

A. CLOSEOUT PROCEDURES

Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

- Maintenance manuals
- Record documents
- Spare parts and materials
- Tools
- Lubricants
- Fuels
- Identification systems
- Control sequences
- Hazards
- Cleaning
- Warranties and bonds
- Maintenance agreements and similar continuing commitments

As part of instruction for operating equipment, demonstrate the following procedures:

- Start-up
- Shutdown
- Emergency operations
- Noise and vibration adjustments
- Safety procedures
- Economy and efficiency adjustments
- Effective energy utilization

Training: Schedule training operations with the Construction Manager and Owner a minimum of two weeks in advance. Provide, at least one week prior, an agenda for the training session detailing the items to be covered.

B. FINAL CLEANING

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities."

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

- Remove labels that are not permanent labels.
- Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean.
- Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do no discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

CONSULTANT REPORT

JEFFERSON SCHOOL DISTRICT

Anthony C. Traina Elementary School
Tom Hawkins Elementary School
Monticello Elementary School

Prepared for: California Energy Commission
Prepared by: Digital Energy, Inc.

California Energy Commission
Edmund G. Brown Jr., Governor

February 01, 2018
Contract Number: CEC-400-14-001
Work Authorization Number: 131

Prepared by:

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PREFACE

This bid specification document was prepared for Jefferson School District, under the Bright Schools Program. This California Energy Commission program assists K through 12 schools in identifying measures that can cut energy use and cost in existing and planned facilities, while concurrently enhancing building performance. Once the measures are identified, the program can provide additional assistance to help implement or finance the recommendations.

School Name	Location
Anthony C. Traina Elementary School	4256 Windsong Dr, Tracy, CA 95377
Tom Hawkins Elementary School	475 Darlene Ln, Tracy, CA 95377
Monticello Elementary School	1001 Cambridge Pl, Tracy, CA 95377

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APPENDIX A – RETROFIT SCHEDULE

EXECUTIVE SUMMARY

ECM 1: Retrofit Interior T8 and T12 Fluorescent Fixtures with New LED Bypass Lamps

This measure proposes to retrofit T8 and T12 fluorescent fixtures with new 18 watt LED bypass lamps. This measure will affect 760 T8 lamps at Anthony C. Traina Elementary School; 1,300 T8 lamps and 80 T12 lamps at Tom Hawkins Elementary School, and 1,271 T8 lamps at Monticello Elementary School.

This would trigger the Title 24 Code and would require installation of interior occupancy sensors to control the retrofitted fixtures.

ECM 2: Install Occupancy Sensors for Interior Lighting Control

Retrofitting interior fluorescent fixtures would trigger Title 24 Compliance. This measure entails installation of occupancy sensors to control the fixtures retrofitted as a part of ECM 1.

ECM 3: Replace Gas/ Electric Packaged Units with New Energy Efficient Units

This measure proposes replacing six 4.0 ton gas/electric packed rooftop units at Anthony C. Traina Elementary School, six 3.5 ton units at Tom Hawkins Elementary School, seven 4.0 ton units at Monticello Elementary School, with more energy efficient units.

ECM 4: Implement Occupancy Based HVAC Control

To comply with Title 24 Code, this measures proposes to install occupancy sensors to control the new HVAC units proposed in ECM 3. The new network thermostats are capable of accepting an input from an occupancy sensor. These thermostats can be programmed to use the occupancy sensor input to reset the zone temperature when no occupancy is detected.

Note: A qualified project inspector will be hired by the District to oversee the installation of the work.

SECTION 02 4100
DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Related Documents:

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

B. This section specifies demolition and removal of buildings, portions of buildings, utilities, other structures and debris from trash dumps shown.

C. Related Sections:

1. Division 01 Section, General Requirements.
2. Division 01 Section, Safety Requirements Article, ACCIDENT PREVENTION PLAN (APP).
3. Division 01 Section, Temporary Environmental Control.
4. Division 01 Section, Construction Waste Management.
5. Division 01 Section, Temporary Facilities and Controls.
6. Division 02 Section, Traditional Asbestos Abatement.
7. Division 02 Section, Lead based Paint Removal and Disposal.

1.2 REFERENCES

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards (OSHA); current edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition

C. Operations; 2013.

1.3 SUBMITTALS

A. Comply with Division 01 Section, Submittal Procedures.

B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.

1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
2. Identify demolition firm and submit qualifications.
3. Include a summary of safety procedures.

C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.4 PROTECTION

A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or

interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures. Comply with requirements of General Conditions Article, Accident Prevention.

B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations. Comply with requirements of Division 01 Sections, General Requirements, Article Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements.

C. Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.

D. Provide enclosed dust chutes with control gates from each floor to carry debris to truck beds and govern flow of material into truck. Provide overhead bridges of tight board or prefabricated metal construction at dust chutes to protect persons and property from falling debris.

E. Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.

F. In addition to previously listed fire and safety rules to be observed in performance of work, include following:

1. No wall or part of wall shall be permitted to fall outwardly from structures.
2. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Insure all possible users know how to properly use fire extinguishers.
3. Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 ft.) of fire hydrants.

G. Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The contractor shall take necessary precautions to avoid damages to existing items to remain in place or to be reused; any damaged items shall be repaired or replaced as approved by the Resident Engineer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have Resident Engineer's approval.

H. The work shall comply with the requirements of Division 01 Section, Temporary Facilities and Controls.

I. The work shall comply with the requirements of Division 01 Section, General Requirements, Article 1.7 Infection Prevention Measures.

PART 2 - PRODUCTS – Not Applicable

PART 3 - EXECUTION

3.1 SCOPE

A. Remove portions of existing buildings as indicated on drawings.
B. Remove other items indicated for salvage, relocation, and recycling.
C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with other requirements specified in Division 01.
B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.

1. Obtain required permits.
2. Comply with applicable requirements of NFPA 24 - Standard for Safeguarding Construction.
3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
4. Provide, erect, and maintain temporary barriers and security devices.
5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
7. Do not close or obstruct roadways or sidewalks without permit.
8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

C. Do not begin removal until receipt of notification to proceed from Owner.
D. Protect existing structures and other elements that are not to be removed.

1. Provide bracing and shoring.
2. Prevent movement or settlement of adjacent structures.
3. Stop work immediately if adjacent structures appear to be in danger.

E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
F. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
G. Perform demolition in a manner that maximizes salvage and recycling of materials.

1. Comply with requirements of Division 01 Section, Waste Management.
2. Dismantle existing construction and separate materials.
3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.3 EXISTING UTILITIES

A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
B. Protect existing utilities from being damaged.
C. Do not disrupt public utilities without permit from authority having jurisdiction.
D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as shown.
2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from other areas that are still occupied.

1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Division 01 Section, Temporary Facilities and Controls, in locations indicated on drawings.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

D. Remove existing work as indicated and as required to accomplish new work.

1. Remove items indicated on drawings.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications):

1. Remove existing systems and equipment as indicated.
2. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
3. Where existing active systems serve occupied facilities, but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
4. Verify that abandoned services serve only abandoned facilities before removal.
5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

F. Protect existing work to remain.

1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

G. No services or equipment are to be abandoned in place. All decommissioned elements are to be removed.

3.5 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Remove from site all materials not to be reused on site; comply with requirements of Division 01 Section, Waste Management.

C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 4100

SECTION 02 8416
HANDLING OF LIGHTING BALLASTS AND LAMPS CONTAINING PCBS AND MERCURY

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Furnish labor, materials, services, and equipment necessary for the removal of Polychlorinated Biphenyl (PCB) containing lighting ballasts, associated mercury containing fluorescent lamps, and High Intensity Discharge (HID) lamps in accordance with local, state, or federal regulations. Do not expose PCBs to open flames or other high temperature sources since toxic decomposition by-products may be produced. Do not break mercury containing fluorescent lamps or HID lamps.

1.2 REFERENCES

A. Environmental Protection Agency (EPA) Regulations:

1. 40 CFR 260-40 CFR 265 - Various Hazardous Waste Standards.
2. 40 CFR 268 - Land Disposal Restrictions.
3. 40 CFR 270 - EPA Administered Permit Programs: The Hazardous Waste Permit Program.
4. 40 CFR 273 - Standards for Universal Waste Management.
5. 40 CFR 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.

B. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Regulation:

1. 29 CFR 1910.1000 - Air Contaminants.

C. Department of Transportation (DOT):

1. 49 CFR 178 - Regulations for Shipping Container Specifications.

1.3 DESCRIPTION OF WORK

A. Removal and disposal of PCB containing lighting ballasts and associated mercury containing lamps. Contractor may encounter leaking PCB ballasts.

1.4 DEFINITIONS

A. Certified Industrial Hygienist (CIH) – An industrial hygienist hired by the contractor shall be certified by the American Board of Industrial Hygiene.

B. Leak – Leak or leaking means any instance in which a PCB article, PCB container, or PCB equipment has any PCBs on any portion of its external surface.

C. Lamps – Lamp, also referred to as "universal waste lamp," is defined as the bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum. Examples of common universal waste electric lamps include, but are not limited to, fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps.

D. Polychlorinated Biphenyls (PCBs) – PCBs as used in this specification shall mean the same as PCBs, PCB containing lighting ballast, and PCB container, as defined in 40 CFR 761, Section 3, Definitions.

E. Spill – Spill means both intentional and unintentional spills, leaks, and other uncontrolled discharges when the release results in any quantity of PCBs running off or about to run off the external surface of the equipment or other PCB source, as well as the contamination resulting from those releases.

F. Universal Waste – Universal Waste means any of the following hazardous wastes that are managed under the universal waste requirements 40 CFR 273:

1. Batteries
2. Pesticides
3. Thermostats
4. Lamps

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Perform PCB related work in accordance with 40 CFR 761. Perform mercury containing lamps storage and transport in accordance with 40 CFR 261, 40 CFR 264, 40 CFR 265, and 40 CFR 273.

B. Training: Certified Industrial Hygienist (CIH) shall instruct and certify the training of all persons involved in the removal of PCB containing lighting ballasts and mercury containing lamps. The instruction shall include: The dangers of PCB and mercury exposure, decontamination, safe work practices, and applicable OSHA and EPA regulations. The CIH shall review and approve the PCB and Mercury Containing Lamp Removal Work Plans.

C. Regulation Documents: Maintain, at all times, one copy each at the office and one copy each in view at the job site of 29 CFR 1910.1000, 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 265, 40 CFR 268, 40 CFR 270, and 40 CFR 273 and of the Contractor removal work plan and disposal plan for PCB and for associated mercury containing lamps.

1.6 SUBMITTALS

A. Submit in accordance with Division 01 Section, Submittal Procedures. Final payments will not be made until all copies of all submittals have been furnished to the Officer-in-Charge.

B. Certificates:

1. Qualifications of CIH: Submit the name, address, and telephone number of the Industrial Hygienist selected to perform the duties in paragraph entitled "Certified Industrial Hygienist."
2. Training Certification: Submit training certification that the Industrial Hygienist is certified, including certification number and date of certification or re certification.
3. PCB and Lamp Removal Work Plan: Submit a job specific plan within 20 calendar days after award of contract of the work procedures to be used in the removal, packaging, and storage of PCB containing lighting ballasts and associated mercury containing lamps. Include in the plan: Requirements for Personal Protective Equipment (PPE), spill cleanup procedures and equipment, eating, smoking, and restroom procedures. The plan shall be approved and signed by the Certified Industrial Hygienist. Obtain approval of the plan by the Officer-in-Charge prior to the start of PCB and/or lamp removal work.
4. PCB and Lamp Disposal Plan: Submit a PCB and Lamp Disposal Plan within 45 calendar days after award of contract. The PCB and Lamp Disposal Plan shall comply with applicable requirements of federal, state, and local PCB and Universal waste regulations and address:

    a. Estimated quantities of wastes to be generated, disposed of, and recycled.
    b. Names and qualifications of each Contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location. Furnish two copies of EPA and state PCB and mercury containing lamp waste permit applications and EPA identification numbers, as required.
    c. Names and qualifications (experience and training) of personnel who will be working on-site with PCB and mercury containing lamp wastes.
    d. Spill prevention, containment, and cleanup contingency measures to be implemented.
    e. Work plan and schedule for PCB and mercury containing lamp waste removal, containment, storage, transportation, disposal and/or recycling. Wastes shall be cleaned up and containerized daily.

C. Closeout Submittals:

1. Transporter certification of notification to EPA of their PCB waste activities and EPA ID numbers.
2. Certification of Decontamination.

3. Certificate of Disposal and/or recycling. Submit to the State before application for payment within 30 days of the date that the disposal of the PCB and mercury containing lamp waste identified on the manifest was completed.

PART 2 - PRODUCTS – Not Applicable

PART 3 - EXECUTION

3.1 WORK OPERATIONS

A. Ensure that work operations or processes involving PCB or PCB contaminated materials are conducted in accordance with 40 CFR 761, 40 CFR 262, 40 CFR 263, and the applicable requirements of this section, including but not limited to:

1. Obtaining suitable PCB and mercury containing lamp storage sites.
2. Notifying Officer-in-Charge prior to commencing the operation.
3. Reporting leaks and spills to the Officer-in-Charge.
4. Cleaning up spills.
5. Inspecting PCB and PCB contaminated items and waste containers for leaks and forwarding copies of inspection reports to the Officer-in-Charge.
6. Maintaining inspection, inventory and spill records.

3.2 PCB SPILL CLEANUP REQUIREMENTS

A. PCB Spills: Immediately report to the Officer-in-Charge any PCB spills.

B. PCB Spill Control Area: Rope off an area around the edges of a PCB leak or spill and post a "PCB Spill Authorized Personnel Only" caution sign. Immediately transfer leaking items to a drip pan or other container.

C. PCB Spill Cleanup: 40 CFR 761, subpart G. Initiate cleanup of spills as soon as possible, but no later than 24 hours of its discovery. Mop up the liquid with rags or other conventional absorbent. The spent absorbent shall be properly contained and disposed of as solid PCB waste.

D. Records and Certification: Document the cleanup with records of decontamination in accordance with 40 CFR 761, Section 125, Requirements for PCB Spill Cleanup. Provide test results of cleanup and certification of decontamination.

3.3 REMOVAL

A. Ballasts: As ballasts are removed from the lighting fixture, inspect label on ballast. Ballasts without a "No PCB" label shall be assumed to contain PCBs and containerized and disposed of as required under paragraphs STORAGE FOR DISPOSAL and DISPOSAL. If there are less than 1600 "No PCB" labeled lighting ballasts, dispose of them as normal demolition debris.

B. Lighting Lamps: Remove lighting tubes/lamps from the lighting fixture and carefully place (unbroken) into appropriate containers (original transport boxes or equivalent).

In the event of a lighting tube/lamp breaking, sweep and place waste in double plastic taped bags and dispose of as universal waste as specified herein.

3.4 STORAGE FOR DISPOSALL

A. Storage Containers for PCBs: 49 CFR 178. Store PCB in containers approved by DOT for PCB.

B. Storage Containers for lamps: Store mercury containing lamps in appropriate DOT containers. The boxes shall be stored and labeled for transport in accordance with 40 CFR 273.

C. Labeling of Waste Containers – Label with the following:

1. Date the item was placed in storage and the name of the cognizant activity/building.
2. "Caution Contains PCB," conforming to 40 CFR 761, CFR Subpart C. Affix labels to PCB waste containers.
3. Label mercury containing lamp waste in accordance with 40 CFR 273. Affix labels to all lighting waste containers.

3.5 DISPOSAL

A. Identification Number: Federal regulations 40 CFR 761, and 40 CFR 263 require that generators, transporters, commercial storage, and disposers of PCB waste possess U.S. EPA identification numbers. The contractor shall verify that the activity has a U.S. EPA generator identification number for use on the Uniform Hazardous Waste manifest. If not, the contractor shall advise the activity that it must file and obtain an I.D. number with EPA prior to commencement of removal work. For mercury containing lamp removal, Federal regulations 40 CFR 273 require that large quantity handlers of Universal waste (LQHUW) must provide notification of universal waste management to the appropriate EPA Region (or state director in authorized states), obtain an EPA identification number, and retain records for three years of off-site shipments of universal waste.

B. Transporter Certification: Comply with disposal and transportation requirements outlined in 40 CFR 761 and 40 CFR 263. Before transporting the PCB waste, sign and date the manifest acknowledging acceptance of the PCB waste from the City. Return a signed copy to the City before leaving the job site. Ensure that the manifest accompanies the PCB waste at all times. Submit transporter certification of notification to EPA of their PCB waste activities (EPA Form 7710-53).

C. Certificate of Disposal and/or Recycling: 40 CFR 761. Certificate for the PCBs and PCB items disposed shall include:

1. The identity of the disposal and/or recycling facility; by name, address, and EPA identification number.
2. The identity of the PCB waste affected by the Certificate of Disposal including reference to the manifest number for the shipment.

3. A statement certifying the fact of disposal and/or recycling of the identified PCB waste, including the date(s) of disposal, and identifying the disposal process used.
4. A certification as defined in 40 CFR 761.

END OF SECTION 02 8416

SECTION 23 0000
GENERAL MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Drawings and general provisions of the Subcontract apply to this Section.

B. Review these documents for coordination with additional requirements and information that apply to work under this Section.

1.2 SCOPE

A. Basic mechanical requirements specifically applicable to Division 23 Sections.

B. Work includes but is not necessarily limited to the following:

1. Labor, materials, services, equipment, and appliances required for completion of tasks as indicated on drawing or in specification or as inherently necessary to prepare spaces and systems for new installations as follows:

   a. Heating, ventilating, and air conditioning systems and equipment
   b. Testing, adjusting, and balancing

1.3 DRAWINGS AND SPECIFICATIONS

A. Drawings accompanying these Specifications show intent of Work to be done. Specifications shall identify quality and grade of installation and where equipment and hardware is not particularly specified, Contractor shall provide submittals for all products and install them per manufacturers' recommendations, and in a first-class manner.

B. Examine Drawings and Specifications for elements in connection with this Work; determine existing and new general construction conditions and be familiar with all limitations caused by such conditions.

C. Plans are intended to show general arrangement and extent of Work contemplated. Exact location and arrangement of parts shall be determined after the Owner has reviewed equipment, as Work progresses, to conform in best possible manner with surroundings, and as directed by the Owner.

D. Contract Documents are in part diagrammatic and intended to show the scope and general arrangement of the Work under this Contract. The Contractor shall follow these drawings in laying out the equipment, piping, and ductwork. Drawings are not intended to be scaled for roughing in measurements or to serve as shop drawings. Where job conditions require minor changes or adjustments in the indicated locations or arrangement of the Work, such changes shall be made without change in the Contract amount.

E. Follow dimensions without regard to scale. Where no figures or notations are given, the Plans shall be followed.

1.4 UTILITIES

A. Location and sizes of electrical, mechanical, and plumbing service facilities are shown in accordance with data secured from existing record drawings and site observations. Data shown are offered as an estimating guide without guarantee of accuracy. Check and verify all data given, and verify exact location of all utility services pertaining to Work prior to excavation or performing Work.

1.5 APPLICABLE REFERENCE STANDARDS, CODES, AND REGULATIONS

A. Meet requirements of all state codes having jurisdiction.

B. State of California Code of Regulations:

1. Title 8, Industrial Relations
2. Title 19, State Fire Marshal Regulations
3. 2016 California Building Code, Title 24, Part 2
4. 2016 California Electrical Code, Title 24, Part 3
5. 2016 California Mechanical Code, Title 24, Part 4
6. 2016 California Plumbing Code, Title 24, Part 5
7. 2016 California Fire Code, Title 24, Part 9
8. 2016 California Standards Code, Title 24, Part 12
9. 2016 California Title 24, Energy Conservation Standards

C. Additional Reference Standards:

1. AABC – Associated Air Balance Council
2. AMCA – Air Moving and Conditioning Association
3. AHRI – Air Conditioning, Heating and Refrigeration Institute
4. ASHRAE – American Society of Heating, Refrigeration and Air Conditioning Engineers
5. ASME – American Society of Mechanical Engineers
6. ASTM – American Society of Testing Materials
7. NEMA – National Electrical Manufacturer's Association
8. NFPA – National Fire Protection Association Standards
9. PDA – Plumbing and Drainage Institute
10. UL – Underwriters Laboratories

D. Codes and ordinances having jurisdiction over Work are minimum requirements; but, if Contract Documents indicate requirements, which are in excess of those minimum requirements, then requirements of the Contract Documents shall be followed. Should there be any conflicts between Contract Documents or codes or any ordinances having jurisdiction, report these to the Owner.

E. Obtain permits and request inspections from authority having jurisdiction.

1.6 PROJECT AND SITE CONDITIONS

A. The arrangement of, and connection to, equipment shown on the Drawings is based upon information available and is not intended to show exact dimensions peculiar to a

specific manufacturer. The Drawings are, in part, diagrammatic and some features of the illustrated equipment installations may require revision to meet actual equipment installation requirements. Structural supports, housekeeping pads, piping connections, and adjacent equipment may have to be altered to accommodate the equipment provided. No additional payment will be made for such revisions or alterations.

B. Examine all Drawings and Specifications to be fully cognizant of all work required under this Division.

C. Examine site related work and surfaces before starting work of any Section.

D. Install Work in locations shown on approved Drawings, unless prevented by Project conditions.

E. Prepare revised shop drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain permission from the Owner before proceeding.

F. Beginning work of any Section constitutes acceptance of conditions.

1.7 COOPERATION WITH WORK UNDER OTHER DIVISIONS

A. Cooperate with other trades to facilitate general progress of Work. Allow all other trades every reasonable opportunity for installation of their work.

B. Work under this Division shall follow general building construction closely. Set pipe sleeves and inserts and verify that openings for chases and pipes are provided.

C. Work with other trades in determining exact location of outlets, pipes, and pieces of equipment to avoid interference with lines required to maintain proper installation of Work.

D. Make such progress in the Work to not delay work of other trades.

E. Mechanical Work shall have precedence over the other in the following sequence:

1. Soil and waste piping
2. Hydronic piping
3. Ductwork
4. Fire sprinkler piping
5. Domestic water piping

1.8 DISCREPANCIES

A. The Contractor shall check all Drawings immediately upon their receipt and shall promptly notify the Owner of any discrepancies. Figures marked on Drawings shall, in general, be followed in preference to scale measurements. Piping and instrumentation diagrams shall, in general, govern floor plans and sections. Large scale drawings shall, in general, govern small scale drawings. Also, see Contract General Conditions.

B. Where requirements between Drawings and Specifications conflict, the more restrictive provisions shall apply. Also, see Contract General Conditions.

C. If any part of the Specifications or Drawings appears unclear or contradictory, apply to Owner for interpretation and decision as early as possible, including during bidding period. Beginning work of any Section constitutes acceptance of conditions.

1.9 CHANGES

A. The Contractor shall be responsible to make and obtain approval from the Owner for all necessary adjustments in piping and equipment layouts as required to accommodate the relocations of equipment and/or devices, which are affected by any approved authorized changes or Product substitutions. All changes shall be clearly indicated on the "Record" drawings.

1.10 SUBMITTALS

A. Refer to Division 01 for additional requirements.

B. The manufacturer, contractor, or supplier shall include a written statement that the submitted equipment, hardware, or accessory complies with the requirement of that particular specification section.

1. The manufacturer shall resubmit the specification section showing compliance with each respective paragraph and specified items and features in that particular specification section.
2. All exceptions shall be clearly identified by referencing respective paragraph and other requirements along with proposed alternative.

C. Note that prior to acceptance of shop drawings for review, a submittal schedule shall be submitted to the Owner.

D. Submit all Division 23 shop drawings and product data grouped and referenced by the specification technical section numbers in one complete submittal package.

E. Shop Drawings:

1. Provide all shop drawings in latest version of AutoCAD format. FTP upload is acceptable.
2. Drawings shall be a minimum of 8.5 inches by 11 inches in size with a minimum scale of ¼ inch per foot, except as specified otherwise.
3. Include installation details of equipment indicating proposed location, layout and arrangement, accessories, piping, and other items that must be shown to assure a coordinated installation.
4. Indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices.
5. If equipment is disapproved, revise drawings to show acceptable equipment and resubmit.

F. Whenever more than one manufacturer's product is specified, the first named product is the basis of design used in the Work and the use of alternate named manufacturer's products or substitutes may require modifications in that design.

G. Proposed Products List: Include Products as required by the individual section in this Division.

H. The Contractor shall be responsible for all equipment ordered and/or installed prior to receipt of shop drawings returned from the Owner bearing a stamp of "Reviewed." All corrections or modifications to the equipment as noted on the shop drawings shall be

performed and equipment be removed from the job site at the request of the Owner without additional compensation.

I. Manufacturer's Data: For each manufactured item, provide current manufacturer's descriptive literature of cataloged products, certified equipment drawings, diagrams, performance and characteristic curves if applicable, and catalog cuts.

J. Standard Compliance: When materials or equipment provided by the Contractor must conform to the standards of organizations such as American National Standards Institute (ANSI) or American Water Works Association (AWWA), submit proof of such conformance to the Owner for approval. If an organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified. In lieu of the label or listing, submit a certificate from an independent testing organization, which is competent to perform acceptance testing and is approved by the Owner. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard.

K. Certified Test Reports: Before delivery of materials and equipment, certified copies of all test reports specified in individual sections shall be submitted for approval.

L. Certificates of Compliance or Conformance: Submit manufacturer's certifications as required on products, materials, finish, and equipment indicated in the technical sections. Certifications shall be documents prepared specifically for this Contract. Pre-printed certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as," or "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material." Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance or conformance.

1.11 PRODUCT ALERTNATIVES OR SUBSTITUTIONS

A. Refer to General Conditions and Division 01 for additional requirements

1.12 POSTED OPERATING INSTRUCTIONS

A. Furnish approved operating instructions for systems and equipment indicated in the technical sections for use by operation and maintenance personnel.

B. The operating instructions shall include control diagrams, and control sequence for each principal system and equipment. Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions as directed. Attach or post operating instructions adjacent to each principal system and equipment. Provide weather-resistant materials or weatherproof enclosures for operating

instructions exposed to the weather. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

1.13 MANUFACTURER'S RECOMMENDATION

A. Where installation procedures or any part thereof are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendations shall be cause for rejection of the equipment or material.

1.14 DELIVERY AND STORAGE

A. Refer to Division 01 for additional requirements.

B. Handle, store, and protect equipment and materials in accordance with the manufacturer's recommendations. Replace damaged or defective items with new items.

1.15 EXTRA MATERIALS

A. Refer to Division 01 for additional requirements.

B. Unless otherwise specified, spare parts, wherever required by detailed specification sections, shall be stored in accordance with the provisions of this paragraph. Spare parts shall be tagged by project equipment number and identified as to part number, equipment manufacturer, and subassembly component (if appropriate). Spare parts subject to deterioration, such as ferrous metal items and electrical components, shall be properly protected by lubricants or desiccants and encapsulated in hermetically sealed plastic wrapping. Spare parts with individual weights less than 50 pounds and dimensions less than 2 feet wide, or 18 inches high, or 3 feet in length shall be stored in a wooden box with a hinged wooden cover and locking hasp. Hinges shall be strap type. The box shall be painted and identified with stenciled lettering stating the name of the equipment, equipment numbers, and the words "spare parts." A neatly typed inventory of spare parts shall be taped to the underside of the cover.

PART 2 - PRODUCTS – Not Applicable

PART 3 - EXECUTION

3.1 GENERAL

A. Obtain and pay for all permits and inspections, including any independent testing required to verify standard compliance, and deliver certificates for same to the Owner.

3.2 WORK RESPONSIBILITIES

A. The drawings indicate diagrammatically the desired locations or arrangement of piping, equipment, etc., and are to be followed as closely as possible. Proper judgment must be exercised in executing the work to secure the best possible installation in the

available space and to overcome local difficulties due to space limitations or interference with structural conditions

B. The Contractor is responsible for the correct placing of Work and the proper location and connection of Work in relation to the work of other trades. Advise appropriate trade as to locations of access panels.

C. In the event that changes in the indicated locations or arrangements are necessary due to developed conditions in the building construction or rearrangement of furnishings or equipment, such changes shall be made without extra cost, providing the change is ordered before the ductwork, piping, etc., and work directly connected to same is installed and no extra materials are required.

D. Where equipment is furnished by others, verify dimensions and the correct locations of this equipment before proceeding with the roughing-in of connections.

E. All scaled and figured dimensions are approximate of typical equipment of the class indicated. Before proceeding with any work, carefully check and verify all dimensions, sizes, etc., with the drawings to see that the equipment will fit into the spaces provided without violation of applicable codes.

F. Should any changes to the Work indicated on the Drawings or described in the Specifications be necessary in order to comply with the above requirements, notify the Owner immediately and cease work on all parts of the contract, which are affected until approval for any required modifications to the construction has been obtained from the Owner.

G. Be responsible for any cooperative work, which must be altered due to lack of proper supervision or failure to make proper provisions in time. Such changes shall be under direction of the Owner and shall be made to his satisfaction. Perform all Work with competent and skilled personnel.

H. All work, including aesthetic as well as mechanical aspects of the Work, shall be of the highest quality consistent with the best practices of the trade.

I. Replace or repair, without additional compensation, any Work which, in the opinion of the Owner, does not comply with these requirements.

3.3 PAINTING

A. Factory Applied:

1. Mechanical equipment shall have factory applied painting systems which shall, at a minimum, meet the requirements of NEMA ICS 6 corrosion resistance test.
2. Refer to individual sections of this Division for more stringent requirements.

B. Field Applied:

1. Paint all mechanical equipment as required to touch up, to match finish on other equipment in adjacent spaces or to meet safety criteria

END OF SECTION 23 0000

SECTION 23 0913
INSTRUMENTATION AND CONTROL DEVICES FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Related Documents:

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

B. Section Includes:

1. Occupancy Sensors.

C. Related Sections:

1. Division 01 Section, General Requirements.
2. Division 01 Section, Special Procedures.
3. Division 23 Section, Common HVAC Requirements.
4. Division 26 Section, Electrical Service and Distribution.

1.2 REFERENCES

A. General:

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section, General Requirements for the list of applicable regulatory requirements.
4. Refer to Division 23 Section, Common Results for HVAC for codes and standards, and other general requirements.

B. ANSI – American National Standards Institute:

1. ANSI/NFPA 101 – Life Safety Code.
2. ANSI/NFPA 70 – National Electrical Code.

C. Underwriters Laboratories, Inc. (UL).

D. National Electrical Manufacturers Association (NEMA) Publications.

E. California Title 24, Non-Residential: Section 120 (Mechanical).

1.3 SUBMITTALS

A. Submit under provisions of Division 23 Section, Common Results for HVAC and Division 01 Section, General Requirements.
B. Provide damper shop drawings that show data such as arrangement, velocities, and static pressure drops for each system.
C. Provide complete system drawings, wiring diagrams, and written detailed operational description of sequences, and description and engineering data on each control system component. Include sizing as requested.
D. Samples: Submit samples for finish, color, and texture.
E. Submit manufacturer's installation instructions.
F. Submit warranty documentation.

1.4 QUALITY ASSURANCE

A. Electrical components, devices, and accessories will be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.5 WARRANTY

A. Warranty Period: Five years from date of purchase.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Occupancy Sensors

1. Pelican Wireless Systems (TA1) and Lutron.
2. Network Thermostat.
3. WattStopper – Legrand.
4. Substitutions: Under provisions of Division 01 Section, General Requirements.

2.2 SYSTEM REQUIREMENTS

A. Provide control systems consisting of occupancy sensors to operate mechanical system and to perform functions specified.
B. Provide materials and field work necessary to connect control components factory supplied as part of equipment controlled, unless specified otherwise.
C. Unless specified otherwise, provide fully proportional components.

2.3 OCCUPANCY SENSORS

A. Shall use Passive Infrared (PIR) and Ultrasonic (US) motion detection.

B. Shall use PIR to initially detect motion and turn on HVAC units. Either PIR and/or US shall be used to keep HVAC units on while occupied.

C. Manual timer settings shall be available up to 30 min.

D. The lighting occupancy sensors can essentially perform double duty controlling lighting and HVAC systems. However, in practice it is preferable to have standalone HVAC occupancy sensors due to the inherent issues related to having limited control (in case of single sensor for the lighting and HVAC systems) over time delay/timeout duration affecting occupant satisfaction.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Occupancy Sensor Locations: Sensor locations indicated are diagrammatic. Within the design intent, reasonably minor adjustments to locations may be made in order to optimize coverage and avoid conflicts or problems affecting coverage, in accordance with manufacturer's recommendations.

B. Contractor is responsible for coordinating, delivery, proper storage (if necessary), installation, startup, and first year of labor warranty. Installation includes replacement of missing and/or damaged materials and final connections to HVAC units.

3.2 FIELD QUALITY CONTROL

A. Perform the following field tests and inspections:

1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation.
2. Test and adjust controls and safeties.
3. Test each control loop to verify stable mode of operation and compliance with sequence of operations.

3.3 DEMONSTATION

A. Engage a factory authorized service representative to train Owner's maintenance personnel or Owner’s authorized maintenance company to adjust, operate, and maintain HVAC instrumentation and controls.

PART 4 - MATERIAL SCHEDULE

4.1 ECM 4: INSTALLATION OF OCCUPANCY SENSORS FOR HVAC CONTROL

A. Pelican Temperature and Alarm Sensor (TA1) with Dry Contact Motion Sensor Input.

1. Temperature and Alarm Sensor TA1 Sensor (or equivalent)

   a. The Pelican Temperature and Alarm Sensor (TA1) can serve as a communications hub between a Motion Sensor and a Pelican Thermostat (TS200).
   b. The TA1 sensor connects over a 3-wire interface between itself and a TS200. The TA1 sensor can accept a 2-wire dry contact input from a motion sensor.

2. Motion/Occupancy Sensor Ceiling Mount LOS-CDT Series (or equivalent)

   a. The LOS-CDT Series dual technology ceiling mount sensors can integrate into Lutron systems or function as stand-alone controls using a Lutron power pack. The technology eliminates manual sensitivity and timer adjustments during installation and over the life of the product.
      - Ultrasonic (US) combined with Passive Infrared (PIR) sensing provide high sensitivity, high noise immunity, and excellent false tripping immunity.
      - 500 ft^2 - 2000 ft^2 (46 m^2 - 186 m^2) coverage when mounted on an 8 ft. - 12 ft. (2.4 m - 3.7 m) ceiling
      - Operating voltage: 20 – 24 V
      - Temperature: 32 °F to 104 °F (0 °C to 40 °C)
      - Manual mode: 8 to 30 minutes

B. Network Thermostat Ceiling Mount/Wall (NT-OSW) and Corner Mount Occupancy Sensor (NT-OSC).

1. The NT-OSC and NT-OSW are occupancy sensors designed for automatic occupancy control of your HVAC system. They can be wall, corner, or ceiling mounted to provide the best detection area for each application. The sensors provide an occupied/unoccupied signal to Network Thermostats.

   a. Connects to any Net/X thermostat with the CLK1/CLK2 terminals
   b. No addressing needed; automatically recognized by the Net/X thermostat
   c. 24VAC Power supplied by the Net/X thermostat remote sensor bus
   d. Only one (1) CAT5 cable or 4-wire thermostat cable needed for installation
   e. Adjustable 'Verify Occupancy' times of 0 sec., 10 sec., 30 sec., 1 min, 5 min, and 10 min
   f. Adjustable 'Minimum Occupied' times of 10 sec., 1 min, 5 min, 10 min, 20 min and 30 min
   g. NT-OSC (or equivalent) Ceiling Mount Occupancy Sensor:
      - Rated Voltage: 24VAC, +/- 2VAC

- Infrared Sensor: Dual Element
- Mounting Height: 7.9 to 13.7 ft. (2.4 to 4.2m)
- Operating Temperature: -4 °F to 140 °F (-20 °C to 60 °C)
- Dimension: 4.3 in. (110mm) Dia. x 1.75 in. (44mm) Height
- Detection Range: 50ft (15m) at 77 °F (25 °C)

h. NT-OSW (or equivalent) Wall and Corner Mount Occupancy Sensor
- Rated Voltage: 24VAC, +/- 2VAC
- Infrared Sensor: Dual Element
- Mounting Height: 6 ft. to 12 ft. (1.8 to 3.6m)
- Operating Temperature: -4 °F to 140 °F (-20 °C to 60 °C)
- Dimension: 4.4 in. (112mm) x 2.6 in. (66mm) x 1.8 in. (45mm)
- Detection Range: Height x 2.5 at 77 °F

C. Watt Stopper Dual Technology Ceiling Mount (LMDC-100)/ Wall Switch Occupancy Sensor (LMDW-100)

1. The Dual Technology Occupancy Sensor uses both Passive Infrared (PIR) and Ultrasonic (US) technologies to achieve precise occupancy sensing for energy efficient control.

a. LMDC-100 (or equivalent):
- The LMDC-100 senses both large and small motions and is recommended for spaces including conference rooms, private offices, open offices, and classrooms
- Input voltage: 24VDC
- Operating conditions: for indoor use only; 32 °F – 104 °F (0 - 40 °C); 5% - 95% RH, non-condensing
- Time Delay 1-30 min
- Infrared (IR) transceiver
- 360 degree PIR coverage

b. LMDW -100 (or equivalent)
- Common LMDW-100 Series sensor applications include small private offices, executive offices, small and medium conference rooms, and lunch/break rooms.
- Input voltage: 24VDC
- Operating conditions: for indoor use only; 32 °F - 131 °F (0 - 55 °C); 5% - 95% RH, non-condensing
- Time Delay 1 - 30 min
- Infrared (IR) transceiver
- 180 degree PIR coverage

END OF SECTION - 23 0913

SECTION 23 7400
PACKAGED OUTDOOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Related Documents:

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

B. Section Includes:

1. Packaged rooftop heating/cooling unit.

C. Related Sections:

1. Division 01 Section, General Requirements.
2. Division 01 Section, Special Procedures.
3. Division 23 Section, Common HVAC Requirements.
4. Division 26 Section, Electrical Service and Distribution.

1.2 REFERENCES

A. General:

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section, General Requirements for the list of applicable regulatory requirements.
4. Refer to Division 23 Section, Common Results for HVAC for codes and standards, and other general requirements.

B. American National Standards Institute (ANSI):

1. ANSI/NFPA 101 – Life Safety Code.
2. ANSI/NFPA 70 – National Electrical Code.
3. ANSI/NFPA 90A – Installation of Air Conditioning and Ventilation Systems

C. Air Conditioning Heating and Refrigeration Institute (AHRI):

1. AHRI 210/240 – Performance Rating of Unitary Air Conditioning and Air-Source Heat Pump Equipment.
2. AHRI 270 – Sound Rating of Outdoor Unitary Equipment.
3. AHRI 410 – Forced Circulation Air Cooling and Air Heating Coils

D. American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE):

1. ASHRAE 33 – Methods of Testing Forced Circulation Air Cooling and Air Heating Coils.
2. ASHRAE 62.1 – Ventilation for Acceptable Indoor Air Quality.
3. ASHRAE 90.1 – Energy Standard for Buildings Except Low Rise Residential Buildings.

E. Code of Federal Regulations 29 CFR 1910.7 Definitions and Requirements for a Nationally Recognized Testing Laboratory (NRTL)

F. Underwriters Laboratories, Inc. (UL) – Standard for Safety for Heating and Cooling Equipment.

G. California Title 24, Non-Residential: Section 120 (Mechanical).

1.3 SUBMITTALS

A. Submit under provisions of Division 23 Section, Common Results for HVAC and Division 01 Section, General Requirements.

B. Product Data: Manufacturer's installation instructions, descriptive literature, operating instructions, and maintenance and repair data.

C. Provide damper shop drawings that show data such as arrangement, velocities, and static pressure drops for each system.

D. Provide complete system drawings, wiring diagrams, and written detailed operational description of sequences, and description and engineering data on each control system component. Include sizing as requested.

E. LEED Submittals:

1. Product Data for Prerequisite EQ 1: Documentation indicating that units comply with ASHRAE 62.1-2016 Section 5, Systems and Equipment.

F. Submit manufacturer's installation instructions.

G. Submit warranty documentation.

1.4 QUALITY ASSURANCE

A. Equipment shall be listed or labeled by a Nationally Recognized Testing Laboratory (NRTL) recognized under 29 CFR 1910.7.

B. Test and rate cooling systems in accordance with AHRI 210.

C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2016 Section 5, Systems and Equipment and Section 7, Construction and Startup.

D. ASHRAE/IESNA 90.1-2016 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2016 Section 6, Heating, Ventilating, and Air Conditioning.
E. Comply with ASHRAE Standard 15-2013, Safety Standard for Refrigeration Systems.
F. Unit sound performance rating in accordance with AHRI 270.
G. Unit will be constructed in accordance with UL standards and will carry the UL label of approval. Unit will have c-UL-us approval.
H. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.5 WARRANTY

A. Provide fifteen year warranty on stainless steel heat exchangers.
B. Provide five year warranty on compressor units.
C. Provide one year warranty on other parts.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Gas/Electric Packaged Rooftop Units:

1. Carrier.
2. York.
3. Lennox.
4. Substitutions: Under provisions of Division 01 Section, General Requirements.

2.2 TYPE

A. Provide roof mounted units having gas burner and DX cooling coils.
B. The new unitary gas electric package units shall have a minimum Annual Fuel Use Efficiency (AFUE) of 80% and a minimum Energy Efficiency Ratio (EER) of 11, at full load. The units shall feature minimum of 2 stage compressor.
C. Units shall be self-contained, packaged, factory assembled and prewired, consisting of cabinet and frame, supply fan, heat exchanger and burner, air filter, refrigerant cooling coil and compressor.

2.3 CABINET

A. Service Doors: Hinged access doors with neoprene gaskets.
B. Condensate Drain Pans: Formed sections of stainless-steel sheet designed for self-drainage. Fabricate pans and drain connection to comply with ASHRAE 62.1-2016.
C. All condensate piping and supports are to be replaced with new. Provide piping parallel and perpendicular from each unit to the nearest roof drain. Provide 1" schedule 80 PVC pipe with Durablock supports per Title 24.
D. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2016.

2.4 FABRICATION

A. Cabinet: Galvanized Steel with baked enamel finish, access doors or removable access panels with quick fasteners, locking door handle type. Structural members shall be 18 gauge (1.2 mm) thick or heavier, with access doors or removable panels 20 gauge (0.9 mm) thick or heavier.

B. Insulation: Neoprene coated glass fiber on surfaces where conditioned air is handled. Protect edges from erosion.

C. Heat Exchangers: Stainless steel; welded construction.

D. Supply Fan: Centrifugal type, rubber mounted, V-belt drive, and rubber isolated hinge mounted motor

E. Air Filters: 2 inches (51 mm) thick, glass-fiber disposable media in metal frames arranged for easy replacement.

2.5 BURNER

A. Gas Burner: Induced draft type burner with adjustable combustion air supply, pressure regulator, gas valves, manual shutoff, intermittent spark or glow coil ignition, flame sensing device, and automatic 100 percent shutoff.

B. Gas Burner Safety Controls: Energize ignition, limit time for establishment of flame, prevent opening of gas valve until pilot flame is proven, stop gas flow on ignition failure, energize blower motor, and after airflow is proven and a slight delay, allow gas valve to open.

C. High-Limit Control: With fixed stop at maximum permissible setting, de-energize burner on excessive bonnet temperature and energize burner when temperature drops to lower safe value.

D. Supply Fan Control: From bonnet temperatures and independent of burner controls. Include switch for continuous fan operation.

E. Propane conversion kit: Unit shall be available with factory installed propane conversion kit.

2.6 REFRIGERANT SYSTEM

A. Refrigerant: R-410A

B. Capacity Control: Hot-gas bypass refrigerant control for capacity control with continuous dehumidification on a single compressor.

C. Refrigerant Coils: Evaporator and condenser coils shall be designed, tested, fabricated, and rated according to AHRI 410 and ASHRAE 33.

2.7 EVAPORATOR COIL

A. Provide copper tube, aluminum fin coil assembly with galvanized drain pan and connection, capillary tubes, and expansion valve.

2.8 COMPRESSOR

A. Provide scroll compressor, resiliently mounted with positive lubrication, crankcase heater, high and low pressure safety controls, motor-overload protection, service valves, and filter drier.

B. Timed-off circuit shall limit number of compressor starts to 12 per hour.
C. Outdoor thermostat shall energize compressor above 57 °F (14 °C) ambient.
D. Provide step capacity control by cycling the compressors.

2.9 CONDENSER

A. Provide copper tube, aluminum fin coil assembly with sub-cooling rows.
B. Provide direct drive axial fans, resiliently mounted with fan guard, motor overload protection, wired to operate with compressor.
C. Provide refrigerant pressure switch to cycle condenser fans.

2.10 DAMPERS

A. Units shall be equipped with gear driven dampers for both the outdoor ventilation air and the return air for positive air stream control.
B. Damper blades shall be galvanized steel with composite gears. Plastic or composite blades on intake or return shall not be acceptable.
C. Mixed Air Controls: Maintain selected mixed air temperature, lock-out compressor below approximately 45 °F (7 °C). If the mixed air temperature continues to fall, the outdoor air damper will close. Control returns to normal once the mixed air temperature rises above 48 °F (9 °C).
D. Apply dual OA dampers for better control and airflow measurement accuracy; (1) for minimum OA and (1) for economizer.

2.11 ECONOMIZER

A. Economizer cycle (temperature controlled) shall be utilized on all systems for areas requiring year-round cooling.
B. For all systems utilizing economizer cycles a separate return or exhaust fan must be utilized to provide positive relief and also standby capacity in the event of supply fan failure.
C. When free cooling is available, the outdoor air damper is modulated by the economizer control module to provide a 50 °F (10 °C) to 55 °F (13 °C) mixed air temperature into the zone. As the mixed air temperature fluctuates above 55 °F (13 °C) or below 50 °F (10 °C) dampers will be modulated (open or close) to bring the mixed air temperature back within control.
D. The economizer shall maintain minimum airflow into the building during occupied period and provide design ventilation rate for full occupancy. A remote potentiometer may be used to override the damper setpoint.
E. Economizer control module shall provide indications when in free cooling mode or the exhaust fan contact is closed.

2.12 OPERATING CONTROLS

A. Provide low voltage, adjustable thermostat input point to control heating/cooling operation and supply fan to maintain temperature setting.

1. Include system selector switch HEAT-COOL-OFF and fan control switch ON-AUTO.
2. Locate thermostat in room as shown on the Drawings.

B. Provide remote mounted fan control switch (ON-AUTO).
C. In supply air, provide low limit thermostat to close outside air damper and stop supply air fan.
D. Provide an outdoor air temperature sensor for economizer control. If outdoor air dry bulb temperature falls below changeover setpoint, the economizer controller will modulate the outside air damper toward 100% outdoor air as necessary to maintain mixed air temperature. Above the changeover setpoint the controller will position the damper for minimum outdoor air.

2.13 REMOTE CONTROL PANELS

A. Provide remote readout panels containing signal lights indicating system status, heating system failure, cooling system failure, and dirty filters; system ON-OFF switch.
B. In panel, provide manual 12-hour timer to override night control, remote damper control, low limit manual reset, and remote thermostat temperature setpoint.
C. Provide gauges in remote panel to indicate supply and mixed air temperatures.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install equipment per industry standards, applicable codes, and manufacturer's instructions.
B. Do not use the units for temporary heating, cooling or ventilation prior to complete inspection and startup performed per this specification.
C. Install the units on a concrete pad, roof curb, or structural steel base.
D. Rooftop units shall be provided by the Contractor of equal or lesser weight. The intent of the District is to provide in-kind unit replacement. And if required the contractor will make appropriate modifications to accommodate the new units.
E. Install the units with manufacturer's recommended clearances for access, coil pull, and fan removal.
F. Provide one complete set of filters for testing, balancing, and commissioning. Provide second complete set of filters at time of transfer to owner.
G. Install unit plumb and level. Connect piping and ductwork according to manufacturer's instructions.
H. Install seismic restraints and anchors per applicable local building codes.
I. Insulate plumbing associated with drain pan drains and connections.
J. Install insulation on all staggered coil piping connections, both internal and external to the unit

3.2 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory authorized service representative to inspect, test, and adjust field assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.

1. Perform the following field tests and inspections and prepare test reports:

   a. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
   b. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
   c. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. Remove and replace malfunctioning units and retest as specified above.

PART 4 - MATERIAL SCHEDULE

NOTE: THERE IS NO DISTRICT STANDARD FOR HVAC UNITS, OR HVAC CONTROLS, LED LIGHTS, OR LIGHTING CONTROLS. THE EQUIPMENT SPECIFIED COMPLIES WITH THE TITLE 24/PROPOSITION 39 REQUIREMENTS, WHICHEVER IS MORE STRINGENT.

4.1 ECM 3: REPLACEMENT OF GAS/ELECTRIC PACKAGED ROOFTOP UNITS (4.0 TONS)

A. Carrier WeatherExpert 48LCD Series (or equivalent)

1. Nominal Cooling Capacity: 4.0 ton
2. Net Cooling Capacity: 46.5 MBH
3. EER/ SEER: 12.6/ 16.4
4. Heating Input: 72 MBH
5. Heating Output: 56 MBH
6. Thermal Efficiency: 82%
7. Temperature Rise: 25-55 °F
8. Condenser Fan Motor HP/ RPM: 1/3 HP/ 1001 RPM
9. Blower Fan Size: 1 BHP

B. York Direct Fit ZYG Series (or equivalent)

1. Nominal Cooling Capacity: 4.0 ton
2. Net Cooling Capacity: 49 MBH
3. EER/ SEER: 12.0/ 15.4
4. Heating Input: 70 MBH
5. Heating Output: 56 MBH
6. Thermal Efficiency: 81%
7. Temperature Rise: 26-43 °F

8. Condenser Fan Motor HP/ RPM: 1/4 HP/ 1100 RPM
9. Blower Fan Size: 1 HP

C. Lennox Landmark Standard Efficiency KGB Series (or equivalent)

1. Nominal Cooling Capacity: 4.0 ton
2. Net Cooling Capacity: 47.5 MBH
3. EER/ SEER: 11.5 / 14.0
4. Heating Input: 65 MBH
5. Heating Output: 52 MBH
6. Thermal Efficiency: 80%
7. Temperature Rise: 15-45 °F
8. Condenser Fan Motor HP/ RPM: 1/4 HP/ 825 RPM
9. Blower Fan Size: 1 HP

END OF SECTION 23 7400

SECTION 26 0160
ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Removal of existing electrical feeders, receptacles, electrical conduits/conductors associated with mechanical equipment intended to be demolished or replaced.
2. Contractor shall provide electrical demolition required for work noted on drawings.
3. The Contractor shall dispose of demolished electrical equipment as directed by the Owner. The Owner has first right of refusal for all equipment including copper cabling.

1.2 REFERENCES

A. Environmental Protection Agency (EPA) Regulations:

1. 40 CFR 261, Identification and Listing of Hazardous Waste.
2. 40 CFR 263, Standards Applicable to Transporters of Hazardous Wastes.
3. Hazardous Waste Facilities.

B. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Regulation:

1. 29 CFR 1910 Subpart G, Occupational Health and Environmental Control.

C. Department of Transportation (DOT):

1. 49 CFR 178, Regulations for Shipping Container Specifications.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual Sections, if applicable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify field measurements and circuiting arrangements are as shown on Drawings.
B. Verify that abandoned wiring and equipment serve only abandoned facilities.
C. Demolition drawings are based on casual field observation and existing record documents. Report discrepancies to Engineer before disturbing existing installation.
D. Beginning of demolition means installer accepts existing conditions.

3.2 PREPARATION

A. Disconnect electrical systems in and under walls, concrete, and structures scheduled for removal.

B. Coordinate electrical outages with the Facility.

C. Provide temporary wiring and connections to maintain existing systems in-service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Demolish existing electrical work under provisions of this Section and as indicated on the drawings.

B. Remove abandoned wiring to source of supply unless otherwise indicated.

C. Remove exposed abandoned conduit. Cut conduit flush with walls and floors, and patch surfaces.

D. Disconnect and remove abandoned distribution equipment.

E. Repair adjacent construction and finishes damaged during demolition and extension work.

F. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

3.4 CLEAUP AND REPAIR

A. Clean and repair existing materials and equipment which remain or are to be reused.

END OF SECTION 26 0160

SECTION 26 0923
LIGHTING CONTROL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Documents:

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

B. Section Includes:

1. Occupancy Sensors for Interior Lighting.

C. Related Sections:

1. Division 01 Section, General Requirements.
2. Division 01 Section, Special Procedures.
3. Division 26 Section, Common Work Results for Electrical.
4. Division 26 Section, Electrical Conduit.
5. Division 26 Section, Lighting.
6. Division 26 Section, Wiring Devices.

1.2 REFERENCES

A. General:

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section, General Requirements for the list of applicable regulatory requirements.
4. Refer to Division 26 Section, Common Results for Electrical for codes and standards, and other general requirements.

B. Illuminating Engineering Society (IES):

1. LM-79 – Electrical and Photometric Measurements of Solid-State Lighting Products.
2. LM-80 – Measuring Lumen Maintenance of LED Light Sources.
3. TM-21 – Projecting Long Term Lumen Maintenance of LED Light Sources.

C. American National Standards Institute (ANSI):

1. ANSI/NFPA 101 – Life Safety Code.
2. ANSI/NFPA 70 – National Electrical Code.

D. National Electrical Manufacturers Association (NEMA):

1. NEMA WD 6 – Wiring Devices Dimensional Requirements.

E. Underwriters Laboratories, Inc. (UL):

1. UL 1598 – Standard for Luminaires.
2. UL 8750 – Light Emitting Diode Equipment for Use in Lighting Products.

F. California Title 24, Non-Residential Lighting: Section 130.

1. California Building Code (CBC).
2. California Electrical Code (CEC).

G. OSHA Illumination Standards

1.3 SUBMITTALS

A. Manufacturer's Data: Submit catalog cuts and description of each system component.
B. Provide wiring diagrams and installation details for lighting control equipment.
C. Shop Drawings: Submit a complete set of detailed Shop Drawings for the entire lighting control system; the shop drawings shall include but not be limited to relay panels with designations and dimensions, daylight sensors locations based on manufacturer's recommendations, and system components with manufacturer's part numbers.
D. Installation Instructions: Submit manufacturer's written installation instructions and wiring diagrams. Instructions shall include recommendations for handling of equipment and parts, and protection and storage requirements.

1.4 QUALITY ASSURANCE

A. Components shall be listed and labeled by Underwriter's Laboratories (UL), or another Nationally Recognized Testing Laboratory (NRTL).
B. Lighting Control Systems shall comply with the state of California Building and Electrical Codes, and Title 24 energy requirements in effect at time of submittal for building permit.
C. Conduct a coordination meeting with the lighting control contractor, electrical contractor and Manufacturer Representative to validate the location of lighting control

system components. Sensors shall be located based on manufacturer's recommendations.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store product in clean, dry space, protected from weather.

1.6 WARRANTY

A. Provide a five year warranty for the Occupancy Sensors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Occupancy Sensors:

1. WattStopper – Legrand North America, LLC
2. Leviton Manufacturing Co., Inc.
3. Lutron Electronics Co., Inc.
4. Substitutions: Under provisions of Division 01 Section, General Requirements.

2.2 OCCUPANCY SENSORS FOR INTERIOR LIGHTING

A. General

1. Coordinate occupancy sensor locations, coverages and required quantities with manufacturer's recommendations. Coverage areas indicated on the Drawings are for minor motion (6 to 8 inches of hand movement). Provide additional occupancy sensors and control units as required to achieve complete minor motion coverage of the space indicated.
2. Adjust occupancy sensors and test that complete minor motion coverage. Provide written confirmation of testing to owner, architect and engineer.
3. Provide occupancy sensors with a bypass switch to override the "ON" function in the event of sensor failure.
4. Provide occupancy sensors with an LED indicator indicating when motion is being detected during testing and normal operation of the sensor.
5. Provide occupancy sensors and occupancy sensor control units from single manufacturer.

B. Occupancy Sensor Control Units

1. Description: Transformer and relay combined in single unit to provide 24DC power to sensors and provide 20A contact(s) for control of lighting loads at 120 or 277V. Control unit input power shall be from unswitched leg of lighting circuit it is controlling.

    a. Control units shall be provided as required to power ceiling mounted occupancy sensors, control lighting loads and provide a minimum of one auxiliary contact.

b. Occupancy sensor control units shall mount external to 4 sq. in. junction box in the ceiling space. Wiring between control unit and occupancy sensor shall be plenum rated.
c. Additional auxiliary relay modules shall be provided as required to provide control of all lighting circuits and additional auxiliary contacts as required.
d. It is acceptable to provide controls and auxiliary contacts as required integral to the ceiling sensor, provided all required contacts are provided.
e. Maximum of 3 sensors per power pack. Verify exact quantities required with manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Occupancy Sensors for Interior Lighting

1. Install wall mounted occupancy sensors as noted on plan. Arrange occupancy sensors with adjacent switch devices so that device plates line-up and are equally spaced.
2. Install ceiling mounted sensors at approximate locations as indicated on plan. Sensor manufacturer shall provide quantity of sensors as required to provide complete coverage for rooms.
3. Locate sensors such that motion through open doors will not falsely activate sensors.
4. Do not locate ultrasonic sensors within six feet of supply air diffusers.
5. Locate infrared sensors to avoid obstructions.
6. Provide the services of a manufacturer's representative for commissioning of occupancy sensor installation. This shall include consultation on layout and location prior to installing sensors, testing of each sensor for compliance with Contract Documents and field adjustment and fine tuning after installation is complete. Provide written confirmation of testing to the Owner, Architect and Engineer.
7. Field adjustments shall take place in the presence of the owner and the engineer. This shall include owner training on adjustment techniques for the occupancy sensors

3.2 FIELD QUALITY CONTROL

A. Confirm the operation of individual relays, switches, occupancy sensors.
B. Provide training to cover installation, maintenance, troubleshooting, and repair and operation of the lighting control system.

3.3 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

PART 4 - MATERIAL SCHEDULE

4.1 ECM 2: OCCUPANCY SENSORS FOR INTERIOR LIGHTING

A. WattStopper Dual Technology Ceiling Mount (DT-355)/ Wall Switch Occupancy Sensor (LMDW-100)

1. DT-355 (or equivalent):

   a. Time Delay 5 min - 30 min
   b. Coverage up to 1000 sq. ft.
   c. 360 degree Fresnel lens for superior occupancy detection

2. DW -100-24 (or equivalent)

   a. Input voltage: 18-24VDC
   b. Time Delay 5 min - 30 min
   c. Coverage:
      - Major motion, PIR 35′ x 30′, Ultrasonic 20′ x 20′
      - Minor motion, PIR 20′ x 15′, Ultrasonic 15′ x 15′

B. Leviton Multi-Technology Ceiling Mount Occupancy Sensors (OSC-10-RMW)/ Decora Wall Switch Lev-Lok Occupancy Sensor (MSSMT-GDW)

1. OSC-10-RMW (or equivalent)

   a. Input Voltage: 24VDC
   b. Manual Time Adjustment: 30 sec. – 30 min
   c. Operating Temperature: 32 °F to 104 °F (0 °C to 40 °C)
   d. Operating Humidity: 0% to 95% Relative, Non-Condensing
   e. Pattern Degrees: 360 degree
   f. Coverage: 1000 sq. ft.

2. MSSMT-GDW (or equivalent)

   a. Manual Time Adjustment: 30 sec. – 30 min
   b. Operating Temperature: 32 °F to 104 °F (0 °C to 40 °C)
   c. Operating Humidity: 20% to 90% Relative, Non-Condensing
   d. Pattern Degrees: 180 degree
   e. Coverage: 2400 sq. ft.

C. Lutron Dual Technology Ceiling Mount Sensor (LOS-CDT)/ Maestro Dual Technology Wall Sensor Switch (MS-B102-XX)

1. LOS-CDT-2000-WH (or equivalent)

   a. Input Voltage: 20-24VDC
   b. Manual Time Adjustment: 8 sec. – 30 min
   c. Operating Temperature: 32 °F to 104 °F (0 °C to 40 °C)
   d. Operating Humidity: 0% to 95% Relative, Non-Condensing
   e. Pattern Degrees: 360 degree
   f. Coverage: 2000 sq. ft.

2. MS-B102-XX (or equivalent)

   a. Manual Time Adjustment: 30 sec. – 30 min
   b. Operating Temperature: 32 °F to 104 °F (0 °C to 40 °C)
   c. Operating Humidity: 0% to 90% Relative, Non-Condensing
   d. Pattern Degrees: 180 degree
   e. Coverage: 900 sq. ft.

SECTION 26 5119
LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Related Documents:

1. Drawings and general provisions of the Subcontract apply to this Section.
2. Review these documents for coordination with additional requirements and information that apply to work under this Section.

B. Section Includes:

1. Interior 4' LED bypass Lamps. The linear fluorescent LED lamps are ballast bypass lamps (self-contained driver/ballast); and will not require ballast.

C. Related Sections:

1. Division 01 Section, General Requirements.
2. Division 01 Section, Special Procedures.
3. Division 26 Section, Common Work Results for Electrical.
4. Division 26 Section, Electrical Conduit.
5. Division 26 Section, Boxes for Electrical Systems.
6. Division 26 Section, Wiring Devices.

1.2 REFERENCES

A. General:

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
3. Refer to Division 01 Section, General Requirements for the list of applicable regulatory requirements.
4. Refer to Division 26 Section, Common Results for Electrical for codes and standards, and other general requirements.

B. IES – Illuminating Engineering Society

1. LM-79 – Electrical and Photometric Measurements of Solid-State Lighting Products.
2. LM-80 – Measuring Lumen Maintenance of LED Light Sources.
3. TM-21 – Projecting Long Term Lumen Maintenance of LED Light Sources.

C. ANSI – American National Standards Institute:

1. ANSI/NFPA 101 – Life Safety Code.
2. ANSI/NFPA 70 – National Electrical Code.
3. ANSI C78.377 – Specifications for the Chromaticity of Solid State Lighting Products.

D. NEMA – National Electrical Manufacturers Association:

1. NEMA WD 6 – Wiring Devices Dimensional Requirements.

E. UL – Underwriters Laboratories:

1. UL 1598 – Standard for Luminaires.
2. UL 8750 – Light Emitting Diode Equipment for Use in Lighting Products.

F. California Title 24, Non-Residential Lighting: Section 130.

1. California Building Code (CBC).
2. California Electrical Code (CEC).

G. OSHA Illumination Standards

1.3 DEFINITIONS

A. CCT: Correlated color temperature.
B. CRI: Color Rendering Index.
C. Fixture: See "Luminaire."
D. IP: International Protection or Ingress Protection Rating.
E. LED: Light emitting diode.
F. Lumen: Measured output of lamp and luminaire, or both.
G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 PERFORMANCE REQUIREMENTS

A. All lighting products as herein after specified shall be a standard product of the manufacturer, and shall consist of components that will be readily available for future replacement for a period of five years.
B. Provide all lighting LED lamps as shown complete with all hardware necessary to install lamps.
C. Luminaire shall be free of light leaks.
D. All wiring shall be adequate for LEDs lamps and Voltage requirements.

1.5 SUBMITTALS

A. Submit under provisions of Division 26 Section, Common Results for Electrical and Division 01 Section, General Requirements.
B. Product Data: Submit catalog cuts, drawings, descriptive matter, and lighting performance characteristics as required to completely define the materials and

construction details employed, finishes applied, dimensions, hinging, and electrical characteristics.

C. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, and installation of product.

D. Project Record Documents: Accurately record actual locations of each lamp.

1.6 QUALITY ASSURANCE

A. Products shall be tested, approved, and labeled/listed by Underwriters Laboratories, Inc., or by a Nationally Recognized Testing Laboratory (NRTL) as listed in Division 26 Section, Common Work Results for Electrical.

B. Electrical equipment and materials shall be new and within one year of manufacture, complying with the latest codes and standards. No used, re-built, refurbished and/or re-manufactured electrical equipment and materials shall be furnished on this project.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver lamps individually in factory fabricated fireboard type containers.

B. Handle lamps carefully to prevent breakage.

C. Store product in clean, dry space, protected from weather.

1.8 WARRANTY

A. Manufacturers standard form in which manufacturer of LED's agrees to replace components that fails in materials or workmanship within specified warranty period.

1. LED lamps: Five years from date of substantial completion.

PART 2 - PRODUCTS

2.1 GENERAL

A. Descriptions, type letters, manufacturers' names, and general characteristics are shown on the drawings. Manufacturers' names noted are for defining quality of construction only and do not limit other manufacturers' products.

B. Special Adapters, Plates, Brackets, and Anchors: Provide where required by construction features of the building to suitably mount lighting fixtures; all such appurtenances and mounting methods approved by the Owner prior to fabrication and installation.

2.2 MANUFACTURERS

A. Keystone Technologies.

B. Ledtronics, Inc.

C. Hyperikon, Inc.

D. Substitutions: Under provisions of Division 01 Section, General Requirements.

2.3 LIGHT EMITTING DIODE (LED) BYPASS LAMPS

A. Provide design information including lumen output and design life in lamp schedule on project plans for LED lamps.

B. Lamps must have a minimum L70 lumen maintenance value of 45,000 hours as calculated by IES TM-21, with data obtained per IES LM-80 requirements.
C. Luminaires must be tested to IES LM-79 and IES LM-80 standards.
D. Electrical Contractor is responsible for reviewing all re-lamping and retrofitting arrangements prior to ordering any products. Electrical Contractor is responsible for ordering all of the proper lamps and miscellaneous fasteners to complete project.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL REQUIREMENTS

A. Fixture Location: Locations shown are approximate only. Install at locations shown on architectural drawings.

3.2 INDOOR INSTALLATION

A. Remove existing linear fluorescent lamps. Follow Local, State, Federal, and industry recommended guidelines associated with storage, transport, and waste disposal of lamps and ballasts.
B. Clean the existing fixtures, including all reflective surfaces inside the fixture and lens. Use an approved cleansing agent that is non-toxic. Wherever specified, replace old lenses with new clear prismatic acrylic lenses.
C. Install new LED direct drive tubes in place of existing T8 or T12 fluorescent lamps, rewire line voltage directly to lamp holders. If the current lamp holders are shunted, remove them and replace them with non-shunted lamp holders.
D. Prior to a full-scale retrofit measure, a pilot measure should be performed to verify the performance of the new LED system.
E. Conduct retrofits so as to preserve existing switching arrangements. For instance, newer buildings are typically designed for multi-level lighting using A/B circuits. Where fixtures are tandem wired, apply "Tandem" stickers for the benefit of future maintenance staff, to indicate the location of the ballast.

3.3 FIELD QUALITY CONTROL

A. Operate each luminaire after re-lamping. Inspect for improper connections and operation.
B. Measure illumination levels to verify conformance with performance requirements.

3.4 ADJUSTING

A. Aim and adjust luminaires to provide illumination levels and distribution indicated on the drawings.

3.5 CLEANING

A. Clean electrical parts to remove conductive and deleterious materials.
B. Remove dirt and debris from enclosure.
C. Clean photometric control surfaces as recommended by manufacturer.
D. Clean finishes and touch up damage.

E. Clean lighting control elements, lamps, fixture interiors, and exposed exterior surfaces thoroughly before requesting final inspection.

PART 4 - MATERIAL SCHEDULE

4.1 ECM 1: INTERIOR LINEAR LED BYPASS LAMPS

A. Keydtone Technologies Direct Drive LED lamps (18 watts or equivalent)

1. Bare Lamp Wattage: 18 watts
2. Input Voltage: 120 – 277 V
3. CCT: 5000 K
4. Initial Lumens: 2,000 Lumens
5. Efficacy: 111 Lumens Per Watt (LPW)
6. Lifetime: 50,000 hours
7. Five Year Warranty.

B. Ledtronics 4 ft. LED lamps (18 watts or equivalent)

1. Bare Lamp Wattage: 18 watts
2. Input Voltage: 120 – 277 V
3. CCT: 5000 K
4. Initial Lumens: 1,800 Lumens
5. Efficacy: 100 Lumens Per Watt (LPW)
6. Lifetime: 50,000 hours
7. Five Year Warranty.

C. Hyperikon 4 ft. LED T8 lamps (18 watts or equivalents)

1. Bare Lamp Wattage: 18 watts
2. Input Voltage: 120 – 277 V
3. CCT: 5000 K
4. Initial Lumens: 2,016 Lumens
5. Lumens Per Watt (LPW): 112 LPW
6. Lifetime: 45,000 hours
7. Five Year Warranty.

END OF SECTION 26 5119

Retrofit Schedule

ECM #	Facility	Lamp Qty.	Existing Lamp	Existing Lamp Wattage	Proposed Lamp	Proposed Lamp Wattage
ECM 1	Anthony C. Traina Elementary School	760	Linear Fluorescent T8	32 W	LED T8 Tubes	18 W
	Tom Hawkins Elementary School	1,300 T8 80 T12	Linear Fluorescent T8 and T12	32 W	LED T8 Tubes	18 W
	Monticello Elementary School	1,271	Linear Fluorescent T8	32 W	LED T8 Tubes	18 W

ECM #	Facility	Control Type	Control Qty.
ECM 2	Anthony C. Traina Elementary School	Occupancy Sensors	
	Tom Hawkins Elementary School	Occupancy Sensors	
	Monticello Elementary School	Occupancy Sensors	

Retrofit Schedule

ECM #	Facility	Unit Qty.	Unit	Cooling Tons
ECM 3	Anthony C. Traina Elementary School	6	Gas/Electric Packaged Units	4.0
	Tom Hawkins Elementary School	6	Gas/Electric Packaged Units	4.0
	Monticello Elementary School	7	Gas/Electric Packaged Units	4.0

ECM #	Facility	Unit Qty.	Control Type
ECM 4	Anthony C. Traina Elementary School	6	Occupancy Sensors for HVAC Control
	Tom Hawkins Elementary School	6	Occupancy Sensors for HVAC Control
	Monticello Elementary School	7	Occupancy Sensors for HVAC Control

LED Bypass Lamp Schedule

Appendix B

Traina

Room #	# of lamps
E02	40
E03	40
E04	40
E05	40
E10	40
E11	40
E15	40
E16	40
E17	40
E18	40
D02	40
D03	40
D04	40
D05	40
D10	40
D11	40
D15	40
D16	40
D17	40
	760

Hawkins

Room #	# of lamps
25	40
26	40
27	40
28	40
29	40
30	40
31	40
32	40
33	40
34	40
2	45
3	45
4	45
5	45
6	45
7	45
8	45
9	45
10	45
11	45
12	45
13	45
14	45
15	45
19	45
20	45
21	45
22	45
23	45
24	45
	1300

Monticello

Room #	# of lamps
24	40
25	40
26	40
27	40
28	40
18	48
19	48
20	48
21	48
22	48
23	48
14	40
15	40
16	40
17	40
1	56
2	56
3	56
4	56
5	54
8	56
9	56
10	56
11	56
K1	58
K2	62
	1270

T12

15	40
11	40
	80