

Instructions to Bidders

The **Gault Elementary School New Modular Classroom Building Site Package** Contract for the Santa Cruz City Schools

Securing documents:

The Contract Documents, including the Drawings and Specifications, are available at:

Via Bartos Architecture at:

Bartos Architecture
300 8th Avenue, Suite 202
San Mateo, CA 94401
By Appointment only/ 48 hr notice
Call (650) 340-1221 for appointment

Via the Bartos Architecture website at:

<http://www.bartosarchitecture.com>

For additional information visit the SCCS website at:

www.sccs.net

Plan Holder

Plan Holders shall be defined as those entities that are capable of submitting a Proposal for the Work. That capability is dependent on the following minimum criteria:

- Possession of required California License as defined in Notice to Bidders and public bid advertisement which will be utilized in execution of the Work of this Contract
- Attendance and Sign-in at Mandatory Pre-Proposal Conference.

Prequalification

This Contract is subject to prequalification. If a bidder is not prequalified to bid on the Contract, Owner will not accept the bid. Any subcontractors the bidder lists for Work requiring C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 licenses must have current prequalified status with the Owner. The application for prequalification must be submitted to the Owner by the date specified in the application. The prequalification application may be obtained from the Owner.

Retention

The Owner will withhold retention of 5% from all progress payments.

Registration

For all projects over Twenty-Five Thousand Dollars (\$25,000), the Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall not accept any sub bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

{SR237494}{SR237494}

Pre-Bid Conference

- Pre-Proposal Conference and Project Walk-Through has been scheduled as noted in Notice to Bidders and public bid advertisement. This conference will occur at the project site unless otherwise noted. It will include a general review of the work of the project, a review of site conditions and an opportunity to submit questions regarding the Work of the Project.
- Attendance at this Pre-Proposal Conference by primary Contractors is required to be eligible to submit a Proposal for this contract. Attendance of the Pre-Proposal Conference by Sub-contractors is highly recommended.
- All bidders will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.

Builders Risk Coverage

For the purpose of builders risk coverage (see General Conditions Article 11), the project is being solely funded by revenue bonds.

Project Labor Agreement

No project labor agreement applies to this contract.

Use of Federal Funds

No federal funds are being used by Owner for the Contract.

Bids

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, obtained from the Architect or Owner. Refer Section 00 30 00 for Bid form provided by Architect. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.
4. Signatures
 - A. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the

- signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished with the bid.
- B. The signatures on the bid must be either (1) original longhand signatures in permanent blue ink, or (2) electronic signatures (including but not limited to digital signatures). In the event that the bidder submits the bid with an electronic signature, the bidder, by submission of the bid, shall be acknowledging and agreeing that the electronic signature shall have the same legal effect as an original longhand signature, and that District agrees that the electronic signature shall have the same legal effect as an original signature.
5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors)
- A. The name and location of the place of business, the California contractor license number, and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, 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 ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
- B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 3. Sublet or subcontract any portion of the Work in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
7. **Required Documents:** All bids must be accompanied by (at a minimum) the following. Refer to entire bid package for required documents.
- 00 20 01: Required Documents List
 - 00 30 00: Signed Proposal / Bid Form
 - 00 30 01: Designation of subcontractors
 - 00 30 02: Contractor Questionnaire (See Paragraph 13, below)

- 00 30 03: Prequalification
- 00 40 01: Bid Bond
- 00 50 00: Completed Non collusion Declaration
- 00 50 01: Sufficient Funds Declaration (Labor Code § 2810).
- 00 50 02 Workers Compensation Certification
- 00 50 03: Roofing Certification
- 00 50 04: Executed Fingerprinting Notice and Acknowledgment,
- 00 50 05: Iran Contracting Act certification
- 00 05 06 Drug Free Workplace
- 00 50 07 DVBE Certification of Participation and Good Faith Worksheet (See Paragraph 10)

8. Bids must be accompanied by a certified check, cashier's check, cash, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.
9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
10. This Contract **IS** subject to the DVBE requirements of Education Code Section 17076.11
11. Contractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.
12. The Owner reserves the right to waive any irregularity or failure to comply with the Contract Documents, and to reject any or all bids.
13. Each bidder must submit complete responses to the Contractor Questionnaire included in the bid documents.: **Refer section 00 30 02 "Contractor's Acknowledgement of Key Project Requirements"**

Withdrawal of Bids

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof.

A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening thereof or any extension thereof. The Owner reserves the right to take more than ninety (90) days to make a decision regarding the rejection of the bid or the award of the Contract.

Opening of Bids

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

Examination of Contract Documents and Site

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104:

1. bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects;
2. however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect and Owner; and
3. the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

Bid Protests

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than **4:00 p.m. on the third calendar day after the deadline for submittal of the bids**;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are protesting party's sole and exclusive remedy in the event of a bid protest. Protesting party's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A protesting party may not rely on the bid protest submitted by another protesting party, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

Form of Agreement between Owner and Contractor

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

Addenda or Bulletins

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

NOTE: Only Plan Holders will be notified regarding addenda. Plan holders are defined above (see Pre-Bid Conference") It is solely the Plan Holders' responsibility to ensure any subcontractors or vendors receive addenda.

Evidence of Responsibility

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

Award of Contract

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

Execution of Agreement between Owner and Contractor

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together ***with the following and any other documents refer to in the project requirements.***

- 00 60 00 Agreement
- 00 60 01 General Conditions
- 00 60 02 Supplemental Conditions
- 00 60 03 Escrow Agreement (if selected by Contractor)
- Insurance certificates
- Additional insured endorsement
- Declarations page
- 00 40 02 Payment Bond
- 00 40 03 Performance Bond
- 00 50 00: Completed Non collusion Declaration
- 00 50 01: Sufficient Funds Declaration (Labor Code § 2810).
- 00 50 02 Workers Compensation Certification
- 00 50 03 Roof Certification Public Contract Code section 3006(a)
- 00 05 04 Independent Contractor Student Contact Form and Fingerprinting Acknowledgement
- 00 50 05: Iran Contracting Act certification

- 00 05 06 Drug-Free Workplace Certification,
- 00 50 07 DVBE Certification of Participation and G

Within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work.

If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.

NOTE: A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs \$21,000 or less.

Contract Bonds

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any Work. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

Performance Bond in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

Payment Bond (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

Request for Substitution of Materials Prior to Bidding

Refer also to Section 01 62 00 "Product Options" for additional requirements

The Contractor must ensure that requested substitutions by the Contractor or its subcontractors are submitted to the Owner and Architect a minimum of ten (10) calendar days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum may be issued by Owner prior to bid opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Requests for substitution shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents; requests without this information will be automatically rejected. Requests for substitution shall be submitted on the Owner's form, which Owner shall provide upon request. Requests for substitution shall conform to the Contract Documents, including but not limited to General Conditions section 3.11.4.3.

Payments

Refer also to Section 01 29 00 "Payment Application Procedures" for additional requirements

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

Taxes

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

Early Termination

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

Time of Completion and Liquidated Damages

Refer also to Section 01 32 13 "Project Schedules" for additional requirements

The Contract schedule is as follows:

- **03 January 2023 – 30 November 2023: Entire Projects**
- **03 January 2023 – 01 April 2023: Prepare all components for Modular Delivery**

Liquidated damages for delay in Completion of the Work within the Contract Time, or for delay in completion of a specified portion of the Work by a milestone deadline, will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.

COVID-19

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. In addition, the Contractor and its Subcontractors shall meet any other requirements listed elsewhere in these documents. Each bidder must include in its bid all costs related to these requirements in effect at the time of bidding. If additional COVID-19 requirements are imposed after the bid and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.

Required Documents

This document must be executed and submitted with the bid

Contract	Gault Elementary School New Building Site Package
Bidder	
Bid opening Date	
Planned Date of Award	

The following items must be completed, executed where applicable, and submitted as part of completed Proposal. Failure to submit any of the following may result in disqualification of the subject bid.

Section 00 20 01

Required Documents Checklist (this form)	
	Initial

Section 00 30 00

Executed Bid Form Including: Proof of signers' authority and Addendum Acknowledgement	
	Initial

Section 00 30 01

Designation of Subcontractors	
	Initial

Section 00 30 02

Completed Contractor Questionnaire / Acknowledgements	
	Initial

Section 00 30 03

Prequalification of General Contractor and Subcontractors. Attach all emails or other certifications provided by District's prequalification consultant.	
	Initials

Section 00 40 01

Bid Bond or Bid Security Certified Check Payable to SCCSD	
	Initials

Section 00 50 00

Executed Non-Collusion Declaration	
	Initials

Section 00 50 01

Executed Sufficient Funds Declaration	
	Initial

Section 00 50 02

Workers Compensation	
	Initial

Section 00 50 04

Executed Fingerprinting Notice and Acknowledgement

Initial

Section 00 050 05

Executed Iran Contracting Act Compliance

Initial

Section 00 50 07

Executed DVBE Participation Certification (if required)

Initial

Provide Proof

Proof of Registration per Labor Code §1725.5

Initial

Required Before Commencement of Work

Section 00 50 06

Executed Drug Free Workplace

Initial

Section 00 50 03

Executed Roofing Certification

Initial

- Independent Contractor Student Contact form
- Performance Bond
- Payment Bond
- Insurance Certificates
- Additional Insured Endorsements
- Insurance Declaration Pages

Bidder (Signature)

Printed Name

End of Section

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Subcontractor List

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the 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 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work 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 legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of work (Description of Trade)	Portion of Work (Dollar Amount)	Name of Subcontractor & Phone Number	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____,20__ at _____[city], _____[state]

Bidder Signature

Printed Name

Date

End of Section

Bid Form

For
Commons Modernization
Gault New Modular Classroom Building

Bid Opening Location
Santa Cruz City Schools District
536 Palm Street
Santa Cruz, California, 95060

Bid Opening Date & Time
22 November 2022 at 11:00 am Unless modified by addendum

Refer also to "Notice to Contractors" for Proposal due dates, Pre-Proposal Conference dates and other pertinent schedule information. Information contained in those documents has not been repeated herein.

Dear Board Members:

The undersigned doing business under the firm name of: _____
hereby propose and agree to enter into a Contract, with Santa Cruz City Schools ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents:

In accordance with the Plans and Specifications prepared by:

Bartos Architecture
1730 S. Amphlett Blvd. Suite 225
San Mateo, CA 94402
Architect's Project Number: **17-005.5**

To:
The Board of Trustees
Santa Cruz City School District

Therefore, the undersigned hereby proposes to furnish all labor and materials for completion of said work in strict accordance with said Plans, and Specifications for the following sum:

Bidder:

.....
Company Name

.....
Address

.....
Telephone

Base Bid:

The Winning Bidder will be selected based on the **Lowest Base Bid plus additive alternates.**

For all Labor and Materials required to complete the Work of this Project as shown on the Drawings, Specifications and Addenda. **NOTE: PROPOSER SHALL NOT STRIKE OUT OR MODIFY THIS FORM IN ANY WAY INTENDED TO QUALIFY THE BID REQUIREMENTS**

Form: **LUMP SUM PROPOSAL**

Amount:

(\$)

TextDollars

After Award of Contract, the District will determine whether to proceed with the work defined by Alternate Prices. The Construction Contract will be executed based on Base Price plus the sum of District chosen Alternate Prices.

Additive Alternate Price 1: Removal of 3 Existing Portable Building

Complete utility disconnection and removal of 3 existing portable buildings identified at job walk.

Amount:

(\$)

TextDollars

Total Proposal

Sum of **Base Bid** plus **Alternate Prices.**

Basis of Selection

Amount:

(\$)

TextDollars

This amount includes all allowances and contingency funds identified in the Agreement form or other documents in the bid package.

The following unit prices will **not** be utilized as a basis for selection of the lowest responsive bid. These unit prices may be utilized by District – at District’s **option** to determine a

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

I

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

Addenda

The following individual acknowledges receipt of all Addenda. A list of published Addenda is available from the Architect. All Addenda shall be reviewed and acknowledges for Proposal to be considered responsive.

Addenda Received:

		Initials
Addendum	Date	
Addendum	Date	
Addendum	Date	
Addendum	Date	
Addendum	Date	
Addendum	Date	
Addendum	Date	

Bidder (Signature)

The undersigned agrees that the bid amount stated shall remain valid for a period as defined in Section 00 10 00 from the bid opening date. All bid documents shall be retained until the contract has been awarded or until all bids have been rejected.

If awarded the Contract the undersigned hereby agrees to commence work within a maximum of ten (10) days after execution of the contract unless defined elsewhere in the Instructions to Bidders or the Contract Documents.

Required Documents

This Proposal is not valid unless accompanied by the documents defined in Instructions to Bidders section 00 20 00 and required documents section 00 20 01.

Execution

The undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be performed and has carefully examined the plans and specifications and acknowledges their sufficiency for purposes of completing this proposal.

Signed

Print

Company Name

Address

Contractor’s License Number

Class and Date of Expiration

Public Works Contractor DIR
Registration Number

Phone Number for Verification
of Authority

Dated

Bidder (Signature)

End of Section

Bid Bond

This document must be executed and submitted with the bid.

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto Santa Cruz City Schools ("Owner") in the sum of _____ Dollars (\$_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of, **Gault Elementary School Site Package** in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, 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 WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this _____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Principal

(Business Address)

(Corporate Surety)

By:

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

Payment Bond

Labor and Material

This document must be executed and submitted with Executed Contract

Bond Number: _____

Know all Men By These Presents:

That WHEREAS, Santa Cruz City Schools (the "Owner" of the public works project described below) and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

**Gault Elementary School
New Modular Classroom Building Site Package**

Which said agreement dated _____, _____, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

Now, Therefore, These Presents Witnesseth:

That the said Principal and the undersigned _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars (\$_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and
Surety this _____ day of _____, _____.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Principal

Surety

By _____
Attorney in Fact

The above bond is accepted and approved this ____ day of _____.

Performance Bond

This document must be executed and submitted with Executed Contract

Bond Number: _____

Know All Men by These Presents that we, _____ as Principal and _____ as Surety, are held and firmly bound unto Santa Cruz City Schools, in the County of Santa Cruz, State of California, hereinafter called the "Owner," in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 20____, for construction of:

Gault Elementary School
New Modular Classroom Building Site Package

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By

The rate of premium on this bond is _____ Per thousand

The total amount of premium charged is _____

The above must be filled in by Corporate Surety.

Non-Collusion Declaration

This document must be executed and submitted with the bid.

Owner: Santa Cruz City Schools

Contract: Gault Elementary School, New Modular Classroom Building Site Package

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____ [city], _____ [state].

Signature

Print Name

Sufficient Funds Declaration

Labor Code section 2810

This document must be executed and submitted with the bid.

Owner: Santa Cruz City Schools

Contract: **New Modular Classroom Building Site Package**

I, _____, declare that I am the _____ *[insert title]* of _____, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that _____ *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20__, at _____ *[city]*, _____ *[state]*.

Date: _____

Signature

Print Name: _____

Print Title: _____

Workers' Compensation Certificate

This document must be executed and submitted with the bid

Labor Code Section 3700, in relevant part, provides:

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

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

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

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

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

Roofing Certification

Public Contract Code Section 3006(a) and (b)

This document must be executed and submitted with the bid

Owner: Santa Cruz City Schools

I, _____ [name], _____ [name of employer], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, _____ [name], _____ [name of employer], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [name], _____ [name of employer], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

[name and address of building, contract date and number]

[name and address of building, contract date and number]

[name and address of building, contract date and number]

[name and address of building, contract date and number]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Signature

Print Name

Print Name of Employer

Date

Fingerprinting Notice and Acknowledgement

Education Code Section 45125.2(a)

This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.
2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

 Dated

 Signature

 Name

 Title

Attachment

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- 1 Murder or voluntary manslaughter.
- 2 Mayhem.
- 3 Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- 4 Sodomy as defined in subdivision (c) or (d) of Section 286.
- 5 Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- 6 Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288
- 7 Any felony punishable by death or imprisonment in the state prison for life.
- 8 Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- 9 Any robbery.
- 10 Arson, in violation of subdivision (a) or (b) of Section 451
- 11 Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- 12 Attempted murder.
- 13 A violation of Section 18745, 18750, or 18755
- 14 Kidnapping.
- 15 Assault with the intent to commit a specified felony, in violation of Section 220.
- 16 Continuous sexual abuse of a child, in violation of Section 288.5.
- 17 Carjacking, as defined in subdivision (a) of Section 215.
- 18 Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- 19 Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- 20 Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of

Section 186.22 of the Penal Code.

- 12 Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- 22 Any violation of Section 12022.53.
- 23 A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- 1 Murder or voluntary manslaughter.
- 2 Mayhem.
- 3 Rape
- 4 Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- 5 Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- 6 Lewd or lascivious act on a child under the age of 14 years;
- 7 Any felony punishable by death or imprisonment in the state prison for life;
- 8 Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm;
- 9 Attempted murder;
- 10 Assault with intent to commit rape, or robbery;
- 11 Assault with a deadly weapon or instrument on a peace officer;
- 12 Assault by a life prisoner on a non-inmate;
- 13 Assault with a deadly weapon by an inmate;
- 14 Arson;
- 15 Exploding a destructive device or any explosive with intent to injure;
- 16 Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem;
- 17 Exploding a destructive device or any explosive with intent to murder;
- 18 Any burglary of the first degree;
- 19 Robbery or bank robbery;
- 20 Kidnapping;
- 12 Holding of a hostage by a person confined in a state prison;
- 22 Attempt to commit a felony punishable by death or imprisonment in the state prison for life;
- 23 Any felony in which the defendant personally used a dangerous or deadly weapon;

- 24 Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code;
- 25 Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;
- 26 Grand theft involving a firearm;
- 27 carjacking;
- 28 any felony offense, which would also constitute a felony violation of Section 186.22;
- 29 assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220;
- 30 throwing acid or flammable substances, in violation of Section 244;
- 31 assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245;
- 32 assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5;
- 33 discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246;
- 34 commission of rape or sexual penetration in concert with another person, in violation of Section 264.1;
- 35 continuous sexual abuse of a child, in violation of Section 288.5;
- 36 shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100;
- 37 intimidation of victims or witnesses, in violation of Section 136.1;
- 38 criminal threats, in violation of Section 422;
- 39 any attempt to commit a crime listed in this subdivision other than an assault;
- 40 any violation of Section 12022.53;
- 41 a violation of subdivision (b) or (c) of Section 11418; and
- 42 any conspiracy to commit an offense described in this subdivision.

Attachment B

Note: This form must be submitted by Contractor before it may commence any work

Contractor Firm Name _____

Supervisor/Foreman Name _____

Start Date: _____

Completion Date: _____

Location of Work _____

Hours of Work _____

Length of Time on Grounds _____

Number of Employees on the Job _____

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

A physical barrier will be installed at the worksite to limit contact with pupils.

_____ I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

_____ Name of Supervising employee: (below)

_____ Date of DOJ verification that supervising employee has not been convicted of a violent or serious felony: (below)

_____ Name of employee who is the custodian of the Department of Justice verification information: (below)

_____ Owner agrees: Employees will be surveilled by Owner's personnel. (initial)

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

_____ Dated

_____ Signature

_____ Typed Name

_____ Title

_____ Contractor

Iran Contracting Act Compliance Affidavit

California Public Contract Code Sections 2200-2208

This document must be executed and submitted with the bid.

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

WOMEN, LIFE, FREEDOM.

Option 1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

 Bidder Name / Financial Institution (Printed)

 Federal Id Number (or N/A)

 BY (Authorized Signature)(

 Printed Name and Title of Person Signing

 Date Executed

 Executed In

OPTION 2 – EXEMPTION OPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

 Bidder Name / Financial Institution (Printed)

 Federal Id Number (or N/A)

 BY (Authorized Signature)(

 Printed Name and Title of Person Signing

 Date Executed

End of Section
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Drug free Workplace Certification

Government Code Sections 8350 *et seq****This document must be executed and submitted with the bid***

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract 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 of drug counseling, rehabilitation and employee-assistance programs.
- (4) The penalties that may be imposed upon employees for drug abuse Violations.

(c) Requiring that each employee engaged in the performance of the contract or grant 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 or grant 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 Owner 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 or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

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

Name of Contractor

Signature

Print Name

Date

DVBE Participation Goal Certification

Per California Education Code. §17076.11

This document must be executed and submitted with the bid.

Option 1

CERTIFICATION OF GOOD FAITH EFFORT TO REACH 3% DISABLED VETERAN BUSINESS ENTERPRISES PARTICIPATION

_____ ("**Contractor**") hereby certifies that they have made a good faith effort in order to reach a 3% disabled Veteran Business Enterprise participation in this Project.

The following steps have been taken as part of this Good Faith Effort.

1. Contact was made with the District to identify DVBE's
2. Contact was made with other state agencies with local DVBE organizations to identify DVBE's
3. Advertising was published in trade papers focusing on DVBE's
4. Invitations to bid were submitted to potential DVBE contractors and available DVBE's were considered.

Contractor (Name of firm)

Printed name and Title of Authorized Representative

Signature of Authorized Representative

Option 2

PARTICIPATION GOAL CERTIFICATION

As an alternative to indicating that a Good Faith Effort has been made, _____ ("**Contractor**") hereby certifies that the 3% goal for DVBE participation will be met on this project. Documentation supporting this assertion as indicated on the following page will be provided to the District **prior** to release of final project payment.

Contractor (Name of firm)

Printed name and Title of Authorized Representative

Signature of Authorized Representative

Option 2 (continued)

PARTICIPATION GOAL DOCUMENTATION

Required at completion of Project, Prior to release of final Payment

The following Contractors are state certified DVBE's and participated in this project to the extent listed below:

Contractor	Subcontract Amount
Total DVBE Participation	
Total Contract Amount	
DVBE Participation Percentage	

I certify that the above is a true and correct representation of the Actual Disabled Veteran's Business Enterprise Participation on this Project.

Contractor (Name of firm)

Printed name and Title of Authorized Representative

Signature of Authorized Representative

Date

End of Section

PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Prime Bidder

PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION

BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
SCHOOL DISTRICT	COUNTY	APPLICATION NO.

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	
B. <input type="checkbox"/> is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces	will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent	will include a copy of each DVBE's letter from OSDS (including yours, if applicable).
C. <input type="checkbox"/> is not Disabled Veteran owned	will use DVBE subcontractors/ suppliers for at least 3 percent of this contract	
D. <input type="checkbox"/> is unable to meet the required participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the Prime Bidder's Good Faith Effort Worksheet.

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part **after** selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal

PAGE 1 OF 2

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940		
3. DVBE Organizations (<i>List</i>):			
4. Write "recorded message" in this column, if applicable.			

PART II – ADVERTISEMENTS You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART III – DVBE SOLICITATIONS List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDs.		
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.		
Did not respond to your solicitation	Check the "NO RESPONSE" column			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
--------------------------------------	------

Agreement Between Owner and Contractor

This Agreement, effective _____, 20__, is by and between the Santa Cruz City Schools, in Santa Cruz County, California, hereinafter called the "Owner," and _____ hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment, and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Gault Elementary School, New Modular Classroom Building Site Package

all in strict compliance with the plans, drawings and specifications therefore prepared by

Bartos Architecture, Inc
300 8th Avenue
San Mateo, California 94401

and other Contract Documents relating thereto.

The Contract will be awarded on the base scope of work plus alternates described in the documents, and any contingency described in the documents.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. In addition, the Contractor and its Subcontractors shall follow any other procedures described elsewhere in these documents.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work The Contractor shall commence the Work (including mobilization) on or after **03 January 2023** and shall Complete the Work on or before **30 November 2023** (this period of time being the "Contract Time")

In addition, the portion of the Work that consists of the following is also subject to Liquidated Damages:

- **Preparing the site, including Building pad, fully suitable for installation of AMS Modular Units by or prior to 01 April 2023: this work is required to facilitate and avoid delay in the installation of work by others (American Modular Systems) under separate contract to the District.**

The site for the Contract will not be available to the Contractor for construction on the following dates: *Refer to other sections of the documents indicating working hours, and required project float time.*

The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract

Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that **\$1,000** per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

Refer to other sections of the documents for other types of liquidated damages not listed here.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that **\$1,000** for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds _____ Dollars (\$_____) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

For any cost reduction changes in the plans and specifications that the Owner makes pursuant to an unsolicited proposal submitted by Contractor, the Contractor shall receive additional payment of 50 percent of the net savings in construction costs as determined by the public entity, pursuant to Public Contract Code section 7101. Owner is not obligated to accept any proposal submitted by Contractor.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate 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, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and

similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof.

These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000.00 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

Contractor (TBD)

Sant Cruz City Schools

Contractor

Signature

Signed By (Contractor)

Name

California Contractor's License Number

Title

License Expiration Date

DIR Number

NOTE:

Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

GENERAL CONDITIONS
for
CONTRACT OF CONSTRUCTION

FOR Gault Elementary School
New Modular Classroom Building Site Package
PROJECT

SANTA CRUZ CITY SCHOOLS

TBD, 2023

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The “Contract Documents” consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The “Contract” represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Owner’s governing board.

1.1.3 THE WORK

The “Work” shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items and submission of documents. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner’s representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings,

Specifications, and associated bid documents. The “Site” refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.4 THE PROJECT

The “Project” is the total construction of the Work performed in accordance with the Contract Documents, but “Project” may also include construction by the Owner or by separate contractors of improvements related to, but not included in, the Work. The Project shall constitute a “work of improvement” under Civil Code section 8050 and Public Contract Code section 7107.

1.1.5 THE DRAWINGS

The “Drawings” are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 THE SPECIFICATIONS

The “Specifications” are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL

The “Project Manual” is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR

“Or” shall include “and/or.”

1.1.9 COMPLETION

Statutory definitions of “Completion” and “Complete” shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, “Completion” and “Complete” mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute “Completion” or “Complete” under the Contract Documents, except to the extent that substantial completion is required for a milestone deadline.

1.1.10 COMPLETION OF THE PROJECT

For purposes of accrual of liquidated damages for delay to the Project, *completion* shall mean the point in the Project where (1) all contractors and Owner have fully and correctly performed all work of the entire Project in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection of the entire Project that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute *completion* or *complete*.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, in the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a Contract provision not within the Division 01 specifications, the provision not within Division 01 shall control.

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

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Architect and Owner, including but not limited to as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

1.2.1.5 Ambiguity. Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.1.6 Execution. Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 **Addenda.** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect (“DSA”).

1.2.2.2 **Deferred Approvals.** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 SPECIFICATION INTERPRETATION

1.2.3.1 **Titles.** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and 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.

1.2.3.2 **As Shown, Etc.** Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 **Provide.** “Provide” means “provided complete in place,” that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 **General Conditions.** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 **Abbreviations.** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings.

1.2.3.6 **Plural.** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 **Metric.** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

1.2.3.8 *Standard Specifications.* Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 *Absence of Modifiers.* In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

ARTICLE 2

OWNER

2.1 DEFINITION

The term “Owner” means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner and/or the Owner’s authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 INTENTIONALLY LEFT BLANK

2.2.2 SITE SURVEY

When required by the scope of the Work, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and Site work shall be provided by the Contractor.

2.2.3 SOILS

2.2.3.1 *Owner Furnished Services.* When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 *Contractor Reliance.* Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that

unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

2.2.4 UTILITY SURVEY

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

2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon, and must question in writing to the Owner and the Architect, any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work and Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 *Removal, Relocation.* Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 *Assessment.* These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 *Notification.* If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 *Underground Utility Clearance.* It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. Contractor shall not be entitled to a time extension for any delays caused by such order. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's

Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3

THE CONTRACTOR

3.1 DEFINITION

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CONTRACTOR

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If part of the Project is performed by other contractors that Owner directly retains, Owner shall schedule and coordinate the activities of Contractor with the other contractors. Contractor agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences that may occur within a given activity or set of activities. Contractor shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide

layout of its Work at the request of any other contractor or Owner.

Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

3.2.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.2.5 PROJECT MEETINGS

During its Work, Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and Project, and the future progress of the Work and the Project. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections. Either party may audio record any meeting related to the Contract.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.3.2 STAFF

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as

necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

3.3.3 RIGHT TO REMOVE

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS

3.4.1 CONTRACTOR TO PROVIDE

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent, and such facilities, labor, equipment, material, and services are included in the Work. Owner shall not be liable for, and Contractor shall bear the burden of, any post-bid escalation in the cost of materials; but Contractor will retain the benefit of any post-bid material cost decreases. Owner shall have no responsibility for security of, or repair or replacement costs of, such facilities, labor, equipment, material, and services provided by Contractor pursuant to this subsection.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to the Owner.

3.4.4 DISCIPLINE

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not

limited to, Subcontractors, and material or equipment suppliers retained for the Project.

3.5 WARRANTY

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES

3.7.1 PAYMENT

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

3.7.2 COMPLIANCE

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect,

any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 RESPONSIBILITY

If the Contractor performs any work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Contractor shall assume full responsibility for such work, and shall bear the attributable cost of correction and delays to the Work, other contractors' work, and the Project.

3.8 ALLOWANCES

3.8.1 CONTRACT

The Contractor shall include in the Contract Sum all allowances, including any general contingency allowance, stated in the Contract Documents. Items covered by specific allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.8.2 SCOPE

3.8.2.1 **Prompt Selection.** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 **Cost.** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 **Cost Included in Contract Sum.** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 **Contract Sum Adjustment.** Whenever Contractor seeks payment from an allowance and the requested costs are approved by Owner as compliant with the Contract Documents (including Sections 3.8.2.2 and 3.8.2.3, above), Owner may elect to pay the approved costs from the allowance, or pay the costs via Change Order. Any such allowance payment shall conform to the requirements of the Agreement and other Contract Documents.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

Before the Contractor's commencement of Work or within two (2) weeks of award of the Contract, whichever is earlier, Contractor shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which

shall conform to the Contract Documents' requirements.

Contractor shall submit an updated schedule by the first day of every month, and whenever else requested by the Owner. Each schedule update must include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

The original schedule and all updates shall conform, at a minimum, to industry standards for (a) critical path scheduling and (b) facilitation of Owner's Project management and evaluation of Contractor Claims for additional money or time.

The original schedule and all updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect Work performed to date; reasonable dates for future Work; all construction activities (including procurement); the critical path schedule for Completion of the remainder of the Work; the logic, sequencing, and relationship between the construction activities, including each activity's predecessor and successor activities; and the percentage of the Work completed. The original schedule and all updates shall include a reasonable number of days for weather that is usual or common for each month, as time extensions are not available for such days (see Sections 4.5.5.3.2 and 8.4.1, below); and any failure by Contractor to include a reasonable number of such days, or by Owner to require Contractor to include a reasonable number of such days, shall not affect the reasonable number of such days to be used when determining time extensions under Sections 4.5.5.3.2 and 8.4.1, below.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Work including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Work. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Work resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better

program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time as adjusted by change orders, or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner that Contractor will not meet contractual milestones or Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan. At a minimum, the recovery plan must include a proposed schedule that shows Completion of the Work by the contractual milestones and within the Contract Time, as adjusted by change orders, or Completion by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

I, _____ [*name of declarant*], declare the following:

_____ [*Contractor company name*] has contracted with _____ [*public entity name*] for the _____ Contract ("Contract").
_____ [*Contractor company name*] authorized me to prepare schedules for _____ [*public entity name*] for this Project, and I prepared the attached schedule. I am the most knowledgeable person at _____ [*Contractor company name*] regarding the scheduling of the Work for this Contract.

The attached schedule does not breach the Contract between _____ [*Contractor company name*] and _____ [*public entity name*] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of schedules, only contains truthful and accurate as-built and as-planned dates of the Work (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or _____ [*Contractor company name*].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for _____ [*Contractor company name*]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

[signature]

[name of declarant]

3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings,

Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner, upon Completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 **Shop Drawings.** The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. “Product data” as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term “manufactured” applies to standard units usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 **Samples.** The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 **Contractor’s Responsibility.** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor’s “Schedule for Submission of Shop Drawings and Samples” provisions in Division 1 of the Specifications and in accordance with the Contractor’s original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer’s descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other

than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, “Substitutions.” Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner’s or Architect’s opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect’s review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect’s attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect’s review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Contract and Contractor’s name and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and Contractor and to the Specification section number for identification of each item clearly stating in narrative form, as well as “clouding” on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and

setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections.*** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 SAMPLE SUBMISSIONS PROCEDURE

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Contractor. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Contractor's Work and prior to Application for Final Progress Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Contractor shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 SUBSTITUTIONS

3.11.4.1 ***One Product Specified.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an “or equal” substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect’s consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner. Any Requests submitted after the deadline specified in the Instructions to Bidders will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner’s. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect’s approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor’s or Architect’s preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer’s descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect’s, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the

requesting party.

3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

3.12.3 STRUCTURAL MEMBERS

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

3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

3.13 CLEANING UP

3.13.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools,

construction equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

3.14 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

3.15.2 REVIEW

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

3.16 INDEMNIFICATION

3.16.1 SCOPE: CONTRACTOR

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Work, or failure to construct the Work, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 **Indemnity.** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Work or failure to construct the Work or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or

their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

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

3.16.3 NO LIMITATION

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things,

Contractor's requests for time extensions under Section 4.5, below, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

3.19 RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER

Notwithstanding any other provisions of the Contract Documents, Contractor expressly waives its right to recover any special, consequential, or indirect damages from Owner in relation to this Contract or the Project. Contractor may only recover general (also known as direct) damages from Owner to the extent allowed by the Contract Documents.

A Notice of Potential Change, Change Order Request and, if necessary, a Claim (see Sections 4.5, 7.2, and 7.6, below) are the exclusive means for Contractor to preserve its rights to recover any costs, damages, or time extensions related to the Contract or the Project from Owner, including but not limited to alleged breaches of contract based on extra work, delay, wrongful withholding, or wrongful termination. Contractor's failure to comply with the Contract Documents' procedures for a COR, CO, and Claim (including but not limited to Sections 4.5, 7.2, 7.6, and 7.7, below) may completely waive Contractor's rights to recovery any such costs or damages.

3.20 USE OF FEDERAL FUNDS

If federal funds are being used either in whole or in part for this Project (see the Instructions to Bidders), then the Project is subject to, and Contractor must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Contractor agrees to comply with all such federal requirements, including but not limited to the following:

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. **DAVIS-BACON ACT.** If the Contract Price exceeds \$2,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").) Contractor is required to pay wages to laborers

and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If the Contract Price exceeds \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT.** For all contracts that meet the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

E. **CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL.** If the Contract Price exceeds \$150,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. **DEBARMENT AND SUSPENSION.** Contractor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. BYRD ANTI-LOBBYING AMENDMENT. If the Contract Price exceeds \$100,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. PROCUREMENT OF RECOVERED MATERIALS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.323, as applicable.

I. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.216, as applicable.

J. DOMESTIC PREFERENCES FOR PROCUREMENT. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Contractor to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

K. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Contractor to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. SAFETY AND HEALTH STANDARDS. As required by 34 CFR 75.609, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

M. ENERGY CONSERVATION. As required by 34 CFR 75.616, Contractor agrees to construct facilities to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. Contractor shall also comply with and be bound by, and assist Owner in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

N. If any provision is required by federal law, or by the federal grant program funding such

project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative, and shall also refer to all consultants under the Architect’s direction and control.

4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT’S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several Owner’s representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with

the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when Completed, will be in accordance with the Contract Documents.

4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

4.2.5 PAYMENT APPLICATIONS

The Contractor shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.6 REJECTION OF WORK

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 CHANGE ORDERS

The Architect may prepare change orders and construction change directives and may authorize minor changes in the Work.

4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of

the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 *Architect's Interpretations and Decisions.* Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with temporary facilities.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages; *except that* to the extent that such additional services constitute Owner's delay damages under Public Contract Code section 7203, Owner may not recover them or invoice Contractor for them. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of the Contractor.

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

4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time on any grounds (including but not limited to an alleged breach of an implied warranty of the correctness of the plans and specifications [*Souza & McCue Construction Co. v. Superior Court* (1962) 57 Cal.2d 508]), or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of the Contract Documents, including but not limited to Section 4.5 and Articles 7 and 8, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

4.5.1 NOTICE OF POTENTIAL CHANGE

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay,

or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of the earlier of (a) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change; unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract, shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money or time in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information and documentation

supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable contract provisions and law. For any money or time other than the money and time specifically requested in the COR, Contractor will have completely waived its rights to recover such additional money or time (Contractor will not have satisfied a condition precedent or exhausted administrative remedies). If the COR requests money, then the COR must explain how the requested amounts were calculated. If the COR requests time, then the COR must identify the number of days of time being requested, establish that the days of delay are excusable (see Section 8.4.1), and include some critical path schedule analysis to support the number of days requested. Contractor may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Contractor must still timely submit the COR with all available information and documentation supporting the COR as described above, and Contractor shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Contractor estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total of delay damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Contractor shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall act as a waiver as described above.

Contractor shall certify each COR that it submits, including the initial COR and final COR for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of Section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the initial COR."

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days of submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day deadline in the previous sentence shall not apply to the initial COR; it will only apply to the final COR (see above). If the Owner requests additional information within thirty (30) days of submission, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional

information to accept or reject (in whole or in part) the COR. If the Contractor fails to submit the information within fifteen (15) days, then the COR shall be deemed rejected. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 DEFINITION OF CLAIM

A “Claim” is a separate demand by the Contractor sent by registered or certified mail, return receipt requested, for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to (including but not limited to a claim for damages based on misleading or incomplete plans or specifications); or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code sections 9204 or 20104 et seq., and any alleged violation of a prompt payment statute. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and including any alleged breach of contract or violation of law by the Owner (such as wrongful withholding of a payment by the Owner or wrongful termination by the Owner). A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; except that if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR’s and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain “claims” for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. (“Government Code Claim” means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner’s construction manager (or in the absence of a construction manager, to Architect) and Owner within the earlier of (a) fifteen (15) days after Owner’s rejection of a COR in whole or in part, or (b) fifteen (15) days after a COR being

deemed rejected, pursuant to Section 4.5.2 above. If the Claim is not based on an issue for which a COR would be required (such as wrongful withholding by the Owner), then Contractor shall submit the Claim within fifteen (15) days after the date on which Contractor knew, or should have known, about the issue on which the Claim is based. If a Claim has not been submitted as of the date that the Contractor Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work; and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Contractor shall submit to Owner, in writing, a list and summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed, which were fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim or Claim summary, failure to specifically identify a Claim in the Claim summary, or failure to comply with any of the requirements in the Contract for a Claim, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim, including as applicable, that documentation set forth in sections 4.5.5.2 through 4.5.5.4. In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, _____ [*name of declarant*], declare the following:

_____ [*Contractor company name*] has contracted with _____ [*public entity name*] for the _____ Contract ("Contract").
_____ [*Contractor company name*] authorized me to

prepare the attached Claim for money and/or time extension for _____
[*public entity name*] regarding this Contract (such Claim being dated _____,
20____, and entitled _____, and requesting \$ _____
and/or ____ additional days), and I prepared the attached Claim. I am the most
knowledgeable person at _____ [*Contractor company name*] regarding this
Claim.

The attached Claim complies with all laws applicable to submission of a
Claim, including but not limited to California Penal Code section 72,
Government Code sections 12650 et seq. (False Claims Act), and Business
and Professions Code sections 17200 et seq. (Unfair Business Practices Act).
I am aware that submission or certification of false claims, or other claims that
violate law or the Contract, may lead to fines, imprisonment, and/or other
serious legal consequences for myself or _____ [*Contractor company name*].

The attached Claim does not breach the Contract, is not a false claim, does not
violate any applicable law, satisfies all provisions of the Contract applicable to
submission of the Claim, only contains truthful and accurate supporting data,
and only requests money and/or time extensions that accurately reflect the
adjustments to money and time for which I believe that _____ [*public entity*
name] is responsible under its Contract with _____ [*Contractor company*
name].

While preparing this declaration and Claim I consulted with others (including
attorneys, consultants, or others who work for _____ [*Contractor*
company name]) when necessary to ensure that the statements were true and
correct.

Contractor understands and agrees that any Claim submitted without this
certification does not meet the terms of the Contract Documents; that Owner,
or Owner's representatives, may reject the Claim on that basis; and that unless
Contractor properly and timely files the Claim with the certification,
Contractor cannot further pursue the Claim in any forum and all rights to
additional money or time for the issues covered by the Claim are waived due
to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California
that the foregoing is true and correct. Executed _____, 20____, at
_____, California.

[signature]

[name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of
Contractor's rights to (a) recover money or time on the issues for which a Claim was required,

(b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 Claims for Additional Money

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for money at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any costs, direct or indirect, not timely asserted in a certified Claim shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 Claims for Additional Time

4.5.5.3.1 Notice of Extent of Claim

If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, all information establishing entitlement to a time extension pursuant to Section 8.4.1 below, a current and certified schedule (see Section 3.9.1, above), and a delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts. Failure to include an updated and certified schedule, or a delay analysis, in a Claim seeking a time extension will act as a complete waiver of Contractor's rights to (i) recover money or time based on the issues addressed by the Claim, (ii) submit a Government Code Claim for the requested money or time (see Section 4.5.6.4), and (iii) initiate any action, proceeding or litigation for the requested money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived.

4.5.5.3.2 *Unusual and Uncommon Weather Claims*

If unusual and uncommon weather is the basis for a Claim for additional time, Contractor's delay analysis (see Section 4.5.5.3.1, above) must also provide Owner data and facts showing that the weather conditions were unusual and uncommon for the period of time, could not have been reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, and meet all other Contract requirements for a time extension (including but not limited to Section 8.4.1, below).

4.5.5.4 *Subcontractor Requests for Money or Time*

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner due to its lack of contractual privity with Owner. If a Subcontractor or supplier submits to Contractor a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Contractor, Contractor may elect to seek money or time from Owner based on that request of the Subcontractor or supplier.

For any such request to Owner by Contractor, Contractor must comply with the requirements and prerequisites in the Contract Documents for requests to the Owner for money or time (including but not limited to Section 4.5 of the General Conditions regarding Notices of Potential Change, Change Order Requests ["CORs"], Claims, and certifications) and with Public Contract Code section 9204(d)(5). Any such COR or Claim by Contractor must include Contractor's certification (see General Conditions §§4.5.2 and 4.5.5.1), a complete copy of the Subcontractor's or supplier's request for money or time (including all documents submitted by the Subcontractor or supplier), and any other necessary supporting documentation. Any such COR or Claim by Contractor must include (a) Contractor's detailed analysis of the merit of Subcontractor's or supplier's request to the Contractor, including (i) analysis of Contractor's alleged breaches of the subcontract or supplier contract that allegedly caused the Subcontractor or supplier to incur damages or delay, and (ii) analysis of all of Contractor's defenses to the request for money or time by the Subcontractor or supplier; and (b) Contractor's detailed analysis of the Owner's liability to Contractor for any money or time that Contractor owes, or may later be determined to owe, to Subcontractor or supplier (including but not limited to how Owner's alleged breaches of the Contract Documents caused Contractor to breach the subcontract or supplier contract). In any such COR or Claim, Contractor may deny that it is liable to the Subcontractor or supplier for some or all of the requested money or time, or it may assert that it is merely submitting the COR or Claim to Owner on behalf of the Subcontractor or supplier; but doing one or the other would not excuse Contractor from complying with the above requirements for its request to the Owner.

Any failure by Contractor to timely comply with this Section 4.5.5.4 (including a failure to timely submit a Notice of Potential Change, COR, Claim, certifications, or detailed analysis) shall act as a complete waiver of Contractor's rights to (a) recover money or time from Owner based on any money or time that Contractor owes, or may later be determined to owe, to the Subcontractor or supplier, (b) submit a Government Code Claim to Owner for the money or time requested by the Subcontractor or supplier (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation against Owner for any money or time that Contractor owes, or may later

be determined to owe, to the Subcontractor or supplier. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

Claims are subject to this section 4.5.6 and Public Contract Code section 9204, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5 and the rest of the Contract Documents. Claims of \$375,000 or less are also subject to Public Contract Code sections 20104 et seq., but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures in Section 9204, the requirements of Section 9204 shall control.

4.5.6.1 *Claims*

The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, Owner may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.2 *Meet and Confer*

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings. The informal conference is not a mediation since there is no neutral person facilitating communication to assist the parties to reach agreement; therefore, the provisions of Evidence Code sections 1115-1128 shall not apply to any portion of the informal conference (including but not limited to any documents provided or shown, or statements of fact or opinion made, by a party) unless the parties expressly agree in writing to their application. Any offer of compromise at an informal conference shall not be admissible to prove liability, as provided in Evidence

Code section 1152, but this statute's prohibition of admissibility shall not apply to other statements before or at the informal conference, or in any document prepared for or exchanged at the informal conference.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 *Government Code Claim*

If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

4.5.7 CONTINUING CONTRACT PERFORMANCE

Despite Contractor's submission of, or Owner's rejection of, a Notice of Potential Change, COR, Claim, or Government Code Claim based on alleged breaches of the Contract by Owner, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract. Contractor acknowledges that Completion of the Work is a high priority for both Owner and Contractor as failure to Complete the Work would most likely cause each of them to incur much greater costs and damages than would be incurred if the Work were Completed. If Contractor believes that Owner has breached the Contract and that such breach is preventing or delaying Contractor's performance as directed by Owner, then Contractor must submit notice as required by Section 3.18, above.

4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.8.1 Trenches or Excavations Less Than Four Feet Below the Surface

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 Trenches or Excavations Greater Than Four Feet Below the Surface

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.8.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) 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 the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) 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.

4.5.8.2.2 The public entity 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.

4.5.8.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any deadline for Completion provided by the Contract, but shall proceed with all Work to be performed under the Contract. 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.

4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract

Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term “Subcontractor.”

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a “Specialty Contractor” as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor’s specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor’s total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor’s bid and at the price specified in the subcontractor’s bid,

when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;

- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.
- E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or
- G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.
- H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.
- I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 No Change in Contract. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for a Milestone Deadline or the Completion of the Work.

5.2.2.2 Substitution Due to Clerical Error. The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

5.5.1 SUPERVISION BY SUBCONTRACTORS

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

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

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

5.5.4 SUBCONTRACTOR INFORMATION

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

respect thereto.

5.5.5 TEMPORARY STRUCTURES

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

5.5.6 CHARGES TO SUBCONTRACTOR

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

5.5.7 FINES IMPOSED

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

5.5.8 PROJECT SIGNS

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

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost

plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

5.5.10 DISPUTES NOT TO AFFECT WORK

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

5.5.11 APPLICATION FOR PAYMENT

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 ON-SITE RECORD KEEPING

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

5.5.14 NON-EXCLUSIVE OBLIGATIONS

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 OWNER'S RIGHTS

The Owner reserves the right to perform Project work related to the Contract with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

6.1.2 DESIGNATION AS CONTRACTOR

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor agreement.

6.1.3 CONTRACTOR DUTIES

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, Contractor shall cooperate with Owner. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor until subsequently revised.

6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Contractor shall afford the Owner and separate contractors reasonable opportunity for

delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 NOTICE BY CONTRACTOR

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Contractor cause damage to the work or property of any other contractor on the Project, or to the Project or the property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, above. Owner may withhold from progress payments and/or retention for the cost of such damage or delay.

6.2.4 CORRECTION OF DAMAGE

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations,

additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with additional money or additional time, or both, as warranted under the Contract Documents for any extra work ordered by the Owner to be performed by Contractor; but such “extra work” shall not include any work or expense (a) that was known by, should have been known by, or was reasonably foreseeable to Contractor at the time of bidding, or (b) for which Contractor is responsible under the Contract Documents. Contractor shall follow the provisions of the Contract Documents, including General Conditions sections 4.5, 7.6, 7.7, and 8.4, when requesting additional money or additional time for such extra work. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner’s attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. Owner shall not be liable for, and Contractor shall bear the burden of, any post-bid escalation in the costs of construction, whether or not foreseeable; but Contractor will retain the benefit of any post-bid cost decreases, whether or not foreseeable, and will retain the right to request additional compensation for cost increases incurred due to Owner delay. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

7.1.2 AUTHORITY TO ORDER MINOR CHANGES

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDERS (“CO”)

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner’s Governing Board and DSA, stating the

agreement of Owner and Contractor upon all of the following:

- A. A change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

7.3 CONSTRUCTION CHANGE DIRECTIVES (“CCD”)

7.3.1 DEFINITION

A CCD is a written unilateral order signed by the Owner directing performance of the Work or a change in the Work. The CCD may state an adjustment in the Contract Sum, Contract Time, or Milestone Deadline. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION (“RFI”)

7.4.1 DEFINITION

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.4.2 SCOPE

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

7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold \$100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

7.4.4 COSTS INCURRED

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 DEFINITION

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST (“COR”)

7.6.1 DEFINITION

A COR is any written request prepared by the Contractor asking the Owner for additional money or time, including a “proposed change order” or “PCO.” However, a Claim (see Sections 4.5.3-4.5.6) is not a COR. See Section 4.5.2 for additional COR requirements. The COR shall include all information necessary to establish the Contractor’s entitlement to additional money or time.

7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

7.6.3 CHANGES IN TIME

Where a change in a Milestone Deadline or Contract Time is requested, a COR shall also include delay analysis to validate any proposed change, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 PRICE OF CHANGE ORDERS

7.7.1 SCOPE

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Contractor.**

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, 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 of Record 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.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs.**

a) 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 a 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.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner 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 Owner.

c) 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 Owner 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 Owner.

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

d) Other Items. The Owner 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 Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 **FORMAT FOR PROPOSED COST CHANGE**

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	<u>EXTRA</u>	<u>CREDIT</u>
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____
H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).	_____	_____

I.	Subtotal	_____	_____
J.	Bond not to exceed one percent (1%) of Item I.	_____	_____
K.	TOTAL	_____	_____

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) pursuant to Section 8.4.2 below, Contractor may not recover any mark ups for overhead or profit.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

7.7.4 DISCOUNTS, REBATES, AND REFUNDS

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.6 NOTICE REQUIRED

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a

complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work, including Work directed pursuant to a CCD (see Section 7.3, above), in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to perform the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by 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,

is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

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

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Milestone Deadlines and Contract Time are reasonable periods for performing the Work.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously to perform the Work, including Work directed pursuant to a CCD (see Section 7.3, above), with adequate forces, labor, materials, equipment, services and management, shall achieve all Milestone Deadlines, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

Contractor waives all rights and remedies as to any delay experienced during the Work (including any right to rescind the Contract and any right to refuse to perform the Contract) except for the rights and remedies expressly allowed by the Contract (including but not limited to time extensions and delay damages pursuant to this Section 8.4.1 and Section 8.4.2 below, and termination pursuant to Section 14.1 below).

8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK ONLY (EXCUSABLE DELAY)

The Contractor shall be granted a reasonable time extension under the Contract Documents, including but not limited to Sections 3.18 and 4.5 and Article 7, for excusable delays, which are those delays that meet each and every of the following conditions:

- (a) The delay was beyond the control of Contractor and its subcontractors and material suppliers;
- (b) The delay was caused by events that were not reasonably foreseeable to Contractor at the time of bidding;
- (c) All float in the schedule had been used, and the delay impacted and delayed the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), thus delaying the achievement of a Milestone Deadline or the Completion of the whole Work within the Contract Time;
- (d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;
- (e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and
- (g) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusual and uncommon weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays for which Contractor is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency. Compensation shall be limited to field overhead (i.e., general conditions) and home office overhead, as may be allowed by law.

8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other required procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages as described in Article III of the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth

in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

In addition, delaying another contractor's work on the Project or causing delay to the *completion* of the Project shall subject the Contractor to liquidated damages as described in Article III of the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Contractor delays the work of others on the Project or *completion* of the Project itself.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess and withhold as provided in Article III of the Agreement and the Contract Documents.

8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

On forms approved by the Owner, the Contractor shall furnish the following:

- A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for the Work. Each item in the schedule of values shall include its proper share of the overhead and profit.
- B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness

as the Owner may require;

- C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;
- D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number and classification, and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) the public works contractor registration number of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

9.2.2 OWNER ACCEPTANCE REQUIRED

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following:

- A. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- B. The amount being requested with the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- C. The balance that will be due to each of such entities after said payment is made;
- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The Owner approved additions to and subtractions from the Contract Sum and Time;

- F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);
- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- H. The percentage of Completion of the Contractor's Work by line item;
- I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason;
- J. Conditional and unconditional waivers and releases in exchange for progress payments, including final progress payments, in compliance with Civil Code sections 8132-8138; and
- K. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

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

9.3.3 WARRANTY OF TITLE

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or

encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

9.4 REVIEW OF PROGRESS PAYMENT

9.4.1 OWNER ACCEPTANCE

The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part.

9.4.2 OWNER'S REVIEW

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any withholdings under Section 9.5.1 or any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the Owner's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.
- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or within the Contract Time;
- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

- I. Failure of the Contractor to maintain record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform, including credits for any unspent special allowance or general contingency allowance;
- Q. The estimated cost of performing work pursuant to Section 2.4;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Owner's potential or actual loss, liability or damages caused by the Contractor, including defense costs and attorneys' fees incurred due to Contractor's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor written notice of the items for which Owner is withholding amounts from a progress payment.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from a progress payment or based on a late progress payment, or if Contractor otherwise disputes any progress payment or lack thereof, within fifteen (15) days of the alleged breach of contract,

violation of law, or late or disputed progress payment Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

Despite any withholding from a progress payment, or any other dispute about a progress payment, Contractor shall continue to expeditiously perform the Work pursuant to the Contract Documents, including but not limited to General Conditions sections 4.5.8, 7.1.1, 8.3.1, and 8.3.3.

9.5.2 PAYMENT AFTER CURE

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

9.6 PROGRESS PAYMENTS

9.6.1 PAYMENTS TO CONTRACTOR

Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall withhold the other five percent (5%) of the undisputed value of the Work as retainage (or "retention"). The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of

Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplied with. Payment shall not be a waiver of any such direction.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event

shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES

When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be Completed or corrected (the “Punch List”). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in Sections 9.3 and 9.9). The Contractor and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Contractor of any items that are not complete or correct. Contractor shall promptly Complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner’s governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor’s Completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6).

Owner may record a Notice of Completion as allowed by Civil Code section 9200 *et seq.*

9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Contractor to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract

Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION

9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT

When, pursuant to Section 9.7.1, the Owner finds all of the Work is Completed in accordance with the Contract Documents, it shall so notify Contractor, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents. If required to do so under Labor Code section 1773.3(d), Owner shall withhold final payment.

9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in Section 9.3, and in addition, the following conditions must be fulfilled:

- A. The Work shall be Complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.
- B. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor delivered them to the Owner.

- C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.
- D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

9.9.3 RELEASE OF RETAINAGE

Owner shall withhold not less than 5% of the Contract Sum ("retainage," or "retention") until Completion and acceptance of the Project, per Public Contract Code section 9203.

Owner may withhold from release or payment of retainage up to 150% of disputed amounts, including but not limited to the issues listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account.

Owner shall release the undisputed retainage within sixty (60) days after Completion of the Project. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from retention or based on a late payment or late release of retention, or if Contractor otherwise disputes any payment or release of retention or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed payment/release of retention Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

9.10 SUBSTITUTION OF SECURITIES

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner 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 Owner, or with a state or federally chartered bank as

the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

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

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor,

the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

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

10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

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

10.2.2 CONTRACTOR NOTICES

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

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

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

10.2.5 FINGERPRINTING

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 PROTECTION OF WORK

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner; except that for projects not solely funded through revenue bonds, (a) Contractor shall not be responsible for damages caused by a tidal wave to the extent that the damages exceed 5% of the Contract Sum, and (b) Contractor shall not be responsible for damages caused by an earthquake above 3.5 on the Richter Scale in magnitude to the extent that the damages exceed 5% of the Contract Sum, per Public Contract Code §7105(a).

10.3.2 PROTECTION FOR ELEMENTS

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

10.3.3 SHORING AND STRUCTURAL LOADING

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all

laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 SITE ACCESS

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

10.3.7 PROTECTION OF MATERIALS

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

10.4.2 ACCIDENT REPORTS

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

10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages,

losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, Owner does not waive any immunities.

10.5.4 NATURALLY OCCURRING ASBESTOS

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health (Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

10.5.5 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

10.5.7 ARCHEOLOGICAL MATERIALS

In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
- 11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
- 11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and
- 11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and
- 11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- 11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for

collapse, explosion, demolition, underground coverage, and excavating.
(XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

11.1.3 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.1.5 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation insurance

for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. 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 laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: Vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood including tidal wave (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by a tidal wave up to 5% of the Contract Sum [except as provided in Section 11.1.6.2, below; see Public Contract Code §7105(a)]), earthquake (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by an earthquake above 3.5 magnitude on the Richter Scale up to 5% of the Contract Sum [except as provided in Section 11.1.6.3, below; see Public Contract Code §7105(a)]), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of-Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

11.1.6.2 TIDAL WAVE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Contractor for insurance coverage for a tidal wave, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.6.3 EARTHQUAKE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Contractor for insurance coverage for an earthquake over 3.5 on the Richter Scale, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.1.10 PROOF OF CARRIAGE OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.
- (d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 COMPLIANCE

In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full

of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the Owner may terminate the Contract for cause.

11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK; WARRANTY

12.2.1 CORRECTION OF REJECTED WORK

The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

12.2.2 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.4 COST OF CORRECTING THE WORK

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming work.

12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its

obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents.

12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before Completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural-related Work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations

under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, any written notice required by the Contract Documents shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

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

13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall reimburse the Owner for any additional shipping or transportation costs or expenses (mileage and hours). Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or

retention.

13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.5.4 TESTING OFF-SITE

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

13.5.7 COSTS FOR PREMATURE TEST

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to

avoid unreasonable delay in the Work.

13.6 [INTENTIONALLY LEFT BLANK]

13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 EXCAVATION SAFETY

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 NO TORT LIABILITY OF OWNER

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.7.4 NO EXCAVATION WITHOUT PERMITS

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.8 WAGE RATES

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations (“Director”). These rates are on file with the Clerk of the Owner’s governing board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) 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.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Contractor shall pay and shall cause to be paid each worker engaged in the Work 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.

13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

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

13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor. Labor Code section 1777.1 shall also apply.

13.8.6 MINIMUM WAGE RATES

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate

shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 RECORD OF WAGES PAID: INSPECTION

13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

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

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

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR") and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or

more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(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 or the Division of Labor Standards Enforcement of the DIR. 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 the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

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

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint

Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

13.10 APPRENTICES

13.10.1 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training. Contractor shall pay apprentices for any preemployment activities, as set forth in Labor Code section 1777.5.

13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint

apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20)

working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

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

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

13.10.5 **RATIO EXEMPTION**

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

13.10.6 **APPRENTICE FUND**

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or

funds as set forth in the Labor Code section 227.

13.10.7 PRIME CONTRACTOR COMPLIANCE

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor.

13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code sections 1777.1 and 1777.7, in the event a Contractor or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, penalties shall apply, including among other things:

(a) If a Contractor or Subcontractor willfully fails to comply, the Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of One Hundred Dollars (\$100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be

deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, 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 Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 ASSIGNMENT OF CLAIM

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

13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), 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 release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after

Completion of the Work, Owner shall also have the right to an audit of all of Contractor's books, records, subcontracts, material and equipment contracts, files, and information related to the Contract, and Contractor must cooperate by producing all requested items within seven (7) days.

13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

Contractor may not terminate performance for convenience. Contractor may only terminate performance for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate performance of the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or

refuses or fails to take steps to adequately prosecute the Work to meet a Milestone Deadline or to Complete within the Contract Time;

- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a “Notice of Intent to Terminate”). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the performance of Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor’s surety on the performance bond (“Surety”):

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient, including tender of completion to the Surety.

14.2.3 PAYMENTS

If the Owner terminates performance of the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is Complete.

If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive Completion of the Work.

14.2.4 WRONGFUL TERMINATION

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the Owner, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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

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

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

14.3.2 TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.2.1 The Owner may, at any time, terminate performance of the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 NOT A WAIVER

Any suspension or termination by Owner of performance by Contractor for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree in writing to terminate performance of this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

Escrow Agreement

This is a fiduciary account created by statute, Public Contract Code section 22300. The funds deposited in this account shall not be released to Contractor or any other person or entity, other than Owner, including pursuant to any purported lien or writ of attachment or execution, without the prior written, express approval of Owner.

Per California Public Contract Code. § 22300

Escrow Agreement for Security Deposits in Lieu of Retention

This Escrow Agreement is made and entered into by and between the **Santa Cruz City Schools**, whose address is _____ (hereinafter called "Owner"); _____, whose address is _____ (hereinafter called "Contractor"); and _____, a state or federally chartered bank in California whose address is _____ (hereinafter called "Escrow Agent").

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

1. Pursuant to Section 22300 of 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 **Owner** pursuant to the Construction Contract entered into between **Owner** and Contractor, in the amount of \$_____ dated _____ (the "Contract"). Alternatively, on written request of Contractor, **District** shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify **Owner** within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between **Owner** and Contractor. Securities shall be held in name of _____, and shall designate Contractor as beneficial owner.
2. Thereafter, Owner shall make progress payments to the Contractor for such 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. Pursuant to Public Contract Code section 22300, as an alternative to the procedures set forth above, Contractor may request in writing that the Owner pay retention amounts directly to Escrow Agent. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for benefit of the Contractor until such time as the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. The 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 Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

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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 Owner.
 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 Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
 7. The Owner shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent pursuant to Section 3 above, as instructed by Owner. Escrow Agent shall not be concerned with the validity of any notice of default given by Owner pursuant to this paragraph and shall promptly comply with Owner's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand and hereby waives any present or future opportunity of interpleader.
 8. Upon receipt of written notification from the Owner 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 moneys and securities on deposit and payment of fees and charges.
 9. Escrow Agent shall rely on the written notifications from the Owner and Contractor pursuant to Sections (4), (5), (6), (7) and (8) of this Agreement and the Owner 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 Owner, the Contractor and the Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner

Signature

Typewritten Name

Title

On behalf of Contractor:

Signature

Typewritten Name

Title

On behalf of Escrow Agent

Title

Typewritten Name

Signature

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

On behalf of Owner

Signature

Typewritten Name

Title

On behalf of Contractor:

Signature

Typewritten Name

Title

On behalf of Escrow Agent

Title

Typewritten Name

Signature

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

End of Section

Pre-Bid Pre-Proposal
Material Substitution Request

To be submitted at least **7 days** prior to the deadline for bids/proposals

Contract Santa Cruz High School Commons Modernization

Owner Santa Cruz City Schools

- 1. The undersigned bidder or proposer requests the following substitutions for the Owner’s consideration. All requested substitutions must be listed on this form. All substitution requests shall be submitted in compliance with the Contract Documents, especially the Instructions to Bidders and General Conditions.
- 2. Please complete this table for each request, attaching additional sheets as necessary:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution

- 3. For each requested substitution, the bidder or proposer must provide sufficient proof that the requested substitution is equal to the specified product or material in every respect.
- 4. All bids or proposals should be calculated and submitted based on substitution requests already approved by addendum and based on the assumption that other substitution requests have not been approved.
- 5. Bidder or proposer hereby certifies that the requested substitutions are equal or better in all respects to what is specified and will perform satisfactorily under the conditions and use indicated in the Contract Documents, unless otherwise noted.

Bidder/Proposer _____

By _____

End of Section

Post Award**Material Substitution Request**Contract Gault Elementary School, New Modular Building Site PackageOwner Santa Cruz City Schools

1. Pursuant to the Contract requirements for the Work, the Contract Sum is for the Work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. All substitution requests shall be submitted in compliance with the Contract Documents.

2. Please complete this table for each request, attaching additional sheets as necessary:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Estimated

3. In addition to this form, for each requested substitution the Contractor must provide sufficient proof that the substitution is equal to the specified product or material in every respect.
4. If a substitution request is approved by Owner as an equal, such approval (including the contract sum and contract time adjustments specified above) shall be memorialized by a signed and Board-approved change order pursuant to the Contract Documents; and any cost or time impacts in addition to the adjustments specified above shall be borne by Contractor, including but not limited to the time required obtaining shop drawings, ordering materials, making modifications, testing, or whatever else is necessary to make the substitution function properly in place of the originally specified item. If a substitution request is approved by Owner as an equal, such approval (including the impact to the contract costs [including overhead] and time noted above) shall be memorialized by a signed and Board-approved change order pursuant to the Contract Documents, except that if the impact to construction costs is a reduction, then the change order shall only reduce the contract price by 50% of the total cost reduction, per Public Contract Code section 7101 and the Contract Documents. Any cost or time impacts in addition to the impacts specified above shall be borne by Contractor, including but not limited to the time required obtaining shop drawings, ordering materials, making modifications, testing, or whatever else is necessary to make the substitution function properly in place of the originally specified item.
5. Contractor hereby certifies that the requested substitutions are equal or better in all respects to what is specified and will perform satisfactorily under the conditions and use indicated in the Contract Documents, unless otherwise noted.

Contractor _____

By _____

End of Section

Project Summary

Part 1. General

1.01 Related Documents

- A. Refer to Division 1 Sections for other requirements not included herein. Sections with the most restrictive language shall take precedence.
- B. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- C. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- D. All California Prevailing Wage Laws apply to the work of this section.

1.02 Information Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.
 - General Project Description
 - Specific Components
 - Project Information
 - Contract Method
 - Schedule
 - Owner Occupancy

1.03 General Project Description

- A. Work of this Contract comprises demolition of existing portable classrooms, site utility upgrades, hardscape and landscape upgrades and the coordination of a new 2-story modular classroom building installation.

Item	Description
General Components	<ul style="list-style-type: none"> • Site demolition • Removal of existing portable buildings • Excavation and grading • Electrical service upgrades and connection to modular building • Site and low voltage upgrade and connection to modular building. • Site fire and plumbing connections to modular building • Installation of warming kitchen and mechanical equipment • Utility connections of modular building and all required components • New landscaping • New hardscape and drainage systems

-
- B. Work shall not be limited to the items mentioned above but shall include all components necessary to provide for full and beneficial occupancy of the work area and full function of all systems.

1.04 Site Specific Components

- A. The following project components are listed for clarity but do not represent the extent of special considerations that may be included in these Specifications. The Contractor shall remain responsible for provision of all labor and materials listed elsewhere.
1. Work period occurs while portions of the areas may be occupied.
 2. District may stipulate specific times for parking disruptions.

1.05 Assignment of Components

- A. All work of this Contract is the responsibility of the Contractor.
- B. Work of the Contract is specified in various specifications by CSI division. In some cases various components of related work may be specified across several sections of these specifications.
- C. No attempt can be assumed to have been made to assign work by a particular section of these specifications. The Contractor shall assign work according to his best assessment of a strategy for successful completion of the project.
- D. The contractor shall insure that sub-contractors have access to, or are made aware of, the entire Contract Document for establishment of their sub-responsibilities.
- E. It is the sole responsibility of the Contractor to assign work to various trades and sub-contractors. It is NOT the responsibility of the Architect or these specifications to determine which trades perform selected work.
- F. The Contractor shall be responsible for completion of all work regardless of which specifications section may describe that work.
- G. Work that is required herein, but is not performed by a sub-contractor shall be performed by the Contractor.

1.06 Project Information

- A. The Contractor shall utilize the following contacts for Project Communication:

Architect

Bartos Architecture

Mark Bartos, Architect: Architect of Record
Brian Anderson, Project Manager
Phone 650 340 1221

District

Santa Cruz City School District

Trevor Miller, Director of Facility Services
Phone 831 429 3904

1.07 Contract Information

- A. Construct the work under a single lump sum contract.
- B. Provide Alternates as may be indicated elsewhere.

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- C. Provide Unit costs as may be indicated elsewhere
 - D. Only items noted "NIC" (Not In Contract) or "By District", will be furnished and installed by others.

1.08 Schedule

- A. Work done under this contract shall be bound by the following dates: Refer phasing plan included with drawings.

Construction Start Date	3 January 2023
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Date of Substantial Completion	30 November 2023
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- B. **Contractor will have site access 7 days per week.**

1.09 Owner Occupancy

- A. Owner will fully occupy adjacent premises for the conduct of normal operations. Contractor shall cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
 - 1. Owner shall provide alternate parking locations for duration of project.
 - 2. Contractor shall provide control of Work Zone to prevent parking by public.
- B. Provide all necessary temporary utility connections including, but not limited to:
 - 1. Water
 - 2. Sewer
 - 3. Electricity
 - 4. Low Voltage
 - 5. Fire Alarm
- C. Shut downs shall be coordinated with the District at least one week in advance. Once a date and time period has been determined in consultation with the District, Inspector and Architect; Contractor shall notify all of these parties in writing of the shutdown schedule.
 - 1. Refer to Division 01 14 00: Work Restrictions section for other requirements.

Part 2. Products

- A. Not Used

Part 3. Execution

- A. Not Used

End of Section

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Work Restrictions

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Information Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.
- B. This section describes construction operations, temporary construction facilities, temporary controls, including

Item	Description
General	<ul style="list-style-type: none"> • Contractor Use of premises • Work Zone • Construction Staging • Construction Parking • Cleaning during construction • Shutdowns

- C. *The intent of this section is to insure that the occupants are protected to the maximum extent possible, and that inconvenience to the occupants is minimized.*

- D. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 References / Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	<ul style="list-style-type: none"> • Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition"; and NECA Electrical Design Library's "Temporary Electrical Facilities." • Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.
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Part 2. Requirements

2.01 Contractor Use of Premises

- A. Site access shall occur at designated locations and times. Site access locations are shown in the drawings. The owner may place limitations on the size and type of equipment allowed on site due to safety or durability issues. Modifications of site access locations shall be coordinated with the Owner.
- B. Meet all requirements of Specific Conditions Paragraph 6 "Background Checks"
- C. Contractor shall coordinate the use of the project site with other contractors who may be engaged in concurrent work on this site.
- D. Work zone limits shall accommodate the ongoing operation of the school by the Owner. All passage ways shall remain clear and unobstructed for emergency egress as well as routine circulation.
 - 1. Students will be present during the Construction period. Students will be restricted to access from other portions of the site and shall not be allowed access through the Work Zone. The Contractor shall be responsible to prevent access through the Work Zone.
- E. Contractor shall limit access of construction personnel to areas inside the Work Zone.
 - 1. Access outside the Work Zone shall be available only for tasks specifically related to the work of this Contract.
 - 2. Direct supervision of all personnel shall be provided for all tasks performed outside the limits of the Work Zone.
 - 3. Construction personnel shall not have access to areas outside the Work Zone for breaks, toilet use or any other non-construction related use.

2.02 Work Zone

- A. Contractor shall restrict construction activities to the area of construction within the area of the site as shown on the Drawing. This area shall be defined as the Work Zone.
- B. The Work Zone shall include the area of work specifically defined in the Contract Documents as well as a reasonable extent of area adjacent for access required, movement and installation operations.
- C. The Work Zone is defined in the Contract Documents and shall include interior areas of buildings, exterior areas where exterior work occurs and exterior access areas.
- D. The Work Zone shall be fully enclosed by Construction Fencing and shall be locked and inaccessible to the public.
- E. When fully supervised the Work Zone area may be unlocked during regular construction hours to permit access by workers under the control of the General Contractor.
- F. The Contractor is fully responsible for control of the work zone and for the prevention of access by the public.
 - 1. Employees of the School Site, Students and Parents shall be prevented from accessing the Work Zone.
 - 2. The Contractor retains the right to remove any person from the Work Zone who is not specifically associated with the Work of this project.
 - 3. Contractor shall coordinate with District and Architect in order to designate a route of work access from exterior Staging Area to interior work area to be reserved for use by the Contractor. This route may change for various phases of the work, therefore coordinate with Architect and Owner for approval of proposed path.

2.03 Construction Staging

- A. Construction Staging Areas shall be coordinated with District prior to construction. Refer to Architect.
 - 1. Contractor shall provide a complete physical/ visual barricade between staging site and work zone. Workers must be separated from students. Phasing Diagrams provided herein do not include all fencing for the project.
- B. Contractor, sub-contractors, suppliers and all other entities working under the control of the General Contractor shall utilize staging areas and access points as shown.
- C. Contractor shall restrict storage to the interior construction areas or in secured exterior staging areas as designated on the plans or as directed by the District or Architect.
- D. Staging areas shall include equipment and material stockpiles, on-site assembly areas not occurring within the Work Zone, parking and all other construction related tasks.
- E. Staging areas shall be fully enclosed with Construction Fencing and shall be locked and inaccessible by the public.
- F. When fully supervised, staging areas may remain unlocked during regular construction hours.
- G. Alterations to staging areas shall be coordinated with the Architect. Coordination shall occur at such time so as to allow the owner a minimum of 1 week notice prior to alteration of a staging area.
- H. Staging areas shall include Caution signage. To be provided by contractor.
- I. Security of the staging area is the sole responsibility of the General Contractor.

2.04 Construction Parking

- A. Construction Parking Areas shall be coordinated with District prior to construction. Refer to Architect.
- B. Construction parking areas shall be marked and barricaded by the Contractor using barricades as defined elsewhere in this Section.
- C. Additional parking may be obtained when necessary. The Contractor shall coordinate with the Architect at such time as to allow a minimum 1 week notice to the Owner for changes to existing parking areas.

2.05 Cleaning During Construction:

- A. Control accumulation of waste materials and rubbish. Dispose of construction debris and waste off-site at regular intervals. Debris shall be stored in closed containers out of view from the public. Debris shall not be accessible by the public.
- B. Portions of building where construction work occurs within an area occupied for use by the District shall be cleaned by the Contractor on a daily basis so that the degree of cleaning matches adjacent areas which are maintained by Owner janitorial staff.
- C. Required exits must remain clear at all times during business hours.

2.06 Utility Shutdowns

- A. Planned Disruptions/Shutdowns
 - 1. Any work that requires planned shut-down of plumbing, electrical or other service to occupied buildings, or to the entire campus, shall be done after hours or on weekends.
 - 2. Contractor shall make diligent effort to investigate extent of impact of shutdowns based on review of the following:

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- (a) Existing documents showing immediate and adjacent structures and systems.
 - (b) Physical observation in consultation with the District Contact and Architect to review source of utilities, branch locations or other such circumstance that may result in shutdowns of areas outside the work zone.
 - 3. All planned Utility Disruptions/Shutdowns shall be fully coordinated with the District and the Site Staff prior to occurrence. It is the SOLE responsibility of the General Contractor to comply with this requirement. Utility Shutdown requests will not be coordinated via the Architect, but the Architect must be copied by Contractor on all communications with District contact.
 - (a) A utility Disruption Request form will be provided by the District to the Contractor at the Pre-construction conference.
 - (i) Disruption Request form shall be utilized for all Utility Shutdown requests. Request shall be submitted a minimum of **Seven (7) Days** prior to the planned shutdown.
 - (ii) Disruption Request form shall be submitted to the District Contact noted above.
 - (iii) No planned Disruptions/Shutdowns shall occur until contractor has received approval of request from District contact.
 - (iv) Any Disruptions/Shutdowns or utility failures resulting from the work of this contract and where notification was not adequate will cause the District to assess the contractor for damages.
 - (b) Such assessment shall occur in the form of a deductive change order.
 - B. Accidental Disruptions/Shutdowns
 - 1. In the event that Utilities are accidentally disrupted by Contractor, Contractor shall within one (1) hour notify District contact and Architect of incident.
 - (a) Contractor shall provide a plan for re-establishment of disrupted utilities to the District Contact and Architect prior to the close of the work day of the day the incident occurred.
 - (b) If Contractor fails to notify District and Architect as described above, damages of \$1000.00 per day will be assessed for each day that the disrupted utilities are not restored. Amount to be deducted from final payment
 - (c) When District and Architect mutually agree that Contractor would have been able to avoid such disruption with proper supervision, damages of \$1000.00 per day will be assessed for each day that the disrupted utilities are not restored. Amount to be deducted from final payment
 - (d) Damages in items (b) and (c) above are cumulative where both conditions exist.
 - 2. If Contractor properly notifies District as indicated above and it is determined that the Contractor could not avoid disruption, no damages will be assessed. Contractor will be compensated for Material and Labor in this case. Contract time extension and associated compensation will only be provided if task is proven to be on Critical Path by Contractor, within seven (7) days of occurrence.

2.07 Site Communications

- A. All communication with School Site Staff, Teachers, Students, Custodial Staff and any member of the Parent Community or Public shall be initiated by the Architect or the District Contact.
- B. The Contractor or any Sub-Contractors shall not review the content of any Project meeting with School Site Staff, Teachers, Students, Custodial Staff and any member of the Parent

Community or Public or any other persons not either present at the subject meeting or working under the control of the Contractor.

- C. The Contractor shall not advise School Site Staff, Teachers, Students, Custodial Staff and any member of the Parent Community or Public regarding project progress, nor shall the Contractor take direction from any person other than the Architect or the District Contact unless specifically instructed to do so by the Architect or the District Contact.
- D. In no case shall the Contractor modify the Work of the Project based on the direction of any person other than the Architect.

Part 3. Execution

- A. Not Used

End of Section

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Contract Modification Procedures

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Modification Methods • Change Proposals • Change Orders • Required Documentation • Authorization • Document Update

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.
- C. *Construction change procedures described here are contractual requirements. These procedures are essential to facilitate fair and objective processing of additional cost and time incurred on the project. Following and understanding these procedures will simplify the District's review process when determining approval of additional costs and time. If these procedures aren't followed it will result in a less efficient review and approval process.*

1.03 Definitions

Architect's Supplemental Instructions (ASI): (Also referred to as a "Bulletin") A written order, instructions, or interpretations, signed by Architect making minor changes in the Work not involving a change in Contract Sum or Contract Time.

Proposal Request (PR): A written request by the Architect requesting a proposal by the General Contractor for a change in the contract sum or time for a given change to the scope of work.

Proposal: A written description by the Contractor of changes in the contract sum or time due to changes requested by the Architect in the Proposal Request.

Contractor's **Change Order Request (COR):** A written request by the Contractor requesting that a change in the contract sum or time be considered by the Architect and District due to some change to the scope of work.

Authorization: Authorization by the District and Architect to proceed with the designated changes to the scope of work.

Change Order: A written instrument prepared by the Architect and signed by the District, Contractor and Architect stating their agreement upon all of the following

- A change in the work
- The amount of the adjustment in the Contract Sum, if any
- The extent of the adjustment in the contract time, if any

A Proposal Request and Contractor's Change Proposal ARE NOT CHANGE ORDERS.

Construction Change Directive: A written order prepared by the Architect and signed by the District, Architect and Contractor, directing a change in the Work and stating a proposed basis for adjustment, if any in the Contract. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

By signing the Agreement between District and Contractor, The Contractor acknowledges that the issuance of a Construction Change Directive by District and Architect is a contractual right afforded to the District which the Contractor is obliged to honor.

Part 2. Requirements

2.01 Not Used

Part 3. Execution

3.01 General

- A. Contractor shall proceed promptly to implement Proposal submittal based on Proposal Requests from the Architect.
 1. Provide full written data required to evaluate changes.
 2. Maintain detailed records of work done on a time-and-material/labor force account basis.
 3. Provide full documentation to the Architect upon request.
- B. Designate in writing the member of the Contractor's organization:
 1. Who is authorized to accept changes in the Work
 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
- C. District will designate in writing the Architect as the person who is authorized to execute Change Orders.

3.02 Procedures for Initiating Contract Modifications

- A. Modifications to the Contract sum or time may be initiated via the following methods:
 1. District, through the Architect, may initiate changes by submitting a **Proposal Request** to the Contractor. Request will include:
 - (a) Detailed description of the Change, Products and location of the change in the Project.

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- (b) Supplementary or revised Drawings and Specifications.
 - (c) The projected time span for making the change, and a specific statement as to whether overtime work is to be included in the work.
 - (d) A specific period of time during which the requested price will be considered valid.
 - 2. Contractor may initiate changes by submitting a written **Change Proposal** to the Architect containing:
 - (a) Description of the proposed changes.
 - (b) Statement of the reason for making the changes.
 - (c) Statement of the effect on the Contract Sum and the Contract Time.
 - (d) Statement of the effect on the work of separate sub-contractors.
 - (e) Documentation supporting any change in Contract Sum or Contract Time, as appropriate.
 - B. Changes to the work shall not proceed until and unless Authorization is granted by the District and Architect.

3.03 Construction Change Directive

- A. In lieu of Proposal Request, the Architect may issue a Construction Change Directive for the Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. District and Architect will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes. DSA must approve all changes prior to proceeding.
- D. Contractor will sign and date the Construction Change Authorization to indicate agreement with the terms therein.

3.04 Documentation of Proposals and Claims

- A. Support each price quotation and for each unit price, which has not previously been established, with sufficient substantiating data to allow Architect and/or District Representative to evaluate the price quotation.
- B. On request provide additional data to support time and cost computations:
 - 1. Labor required.
 - 2. Materials required.
 - (a) Recommended source of purchase and unit cost.
 - (b) Quantities required.
 - 3. Taxes, insurance and bonds.
 - (a) Insurance and bonds shall be inclusive of the contractor's overhead and profit markup
 - 4. Credit for work deleted from Contract, similarly documented.
 - 5. Overhead and profit.
 - (a) General Contractor's overhead and profit markup (including bond charges) shall not exceed 15% of subtotal, and
 - (b) For work performed by subcontractors shall not exceed 5%
 - (c) Whoever performs the work gets 15%. All tiers above get 5%

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6. Justification for any change in Contract Time.
 - (a) Mobilization charges are not considered when the contractor's tools and equipment are still onsite.
 7. Storage and Delivery required.
 8. Overtime required.
- C. All changes shall include
1. Labor required.
- D. Support each claim for additional costs, and for work done on a time-and-material/labor force account basis, with documentation as required for a lump-sum proposal, plus additional information:
1. Name of the representative of the District or Architect who ordered the work, and the date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - (a) Equipment used, listing dates and times of use.
 - (b) Products used, listing of quantities. Storage time and delivery charges
 - (c) Subcontracts.
 - (d) Document requests for substitutions for Products as specified in Section 01 62 00.
- E. Tool and Equipment rental: No payment will be made for the use of tools which have a replacement value of \$100 or less.
1. Regardless of ownership, the rates to be used in determining rental costs shall not exceed listed prevailing rates at local equipment rental agencies at the time the work is performed.
 2. Tools already located on site as part of the contracted work shall not incur additional surcharge rental rates beyond a daily extended use rate.
 3. Rental rates paid shall include all incidental costs including fuel, maintenance, oil, supplies, storage, insurance, etc.
 4. Delivery and off haul rates shall apply provided the tools are not already located on site. Equipment shall be returned when no longer in use unless determined the Contractor elects to retain such equipment on site at no expense to the Owner.

3.05 Timeliness of Change Orders

A. *Claims submitted beyond the time frame indicated herein are not valid:*

1. *For any Change Request, the cost must be provided prior to the work occurring unless previously approved by the Architect or Owner.*
 - (a) *In the case where work is done prior to final pricing, General Contractor must submit a Change Request for cost and time for review by the Architect and District within 30 days. If no Change Request is submitted in this time frame, the work is considered to have been completed as part of the base contract work and at no additional cost to the District.*
2. *All Change Requests for cost and time related to work completed on a time and material or force account basis must be provided within 30 days of completion of the work. If no Change Request is submitted in this time frame, the work is considered to have been completed as part of the base contract work at no additional cost to the District.*

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3. *Any work completed on a time and material or force account basis in which a price quote was requested by the Architect or District prior to performing the work and no price was provided must be submitted within 72 hours of completion of the work. If no Change Request is submitted in this time frame, the work is officially considered to have been completed as part of the base contract work at no additional cost to the District.*
 4. *If the Architect or District requests additional information for a specific Change Request, then the Contractor must submit it within 15 days. If the Contractor fails to respond within 15 days, the Change Request is considered rejected by the District.*

3.06 Preparation of Change Orders

- A. Upon formal or informal Authorization of a Proposal the Architect will prepare each Change Order for the District and Contractor's review and signature.
- B. It is mutually agreed and understood that Change Orders may include the summation of multiple Proposals that have been authorized by the District and Architect.
- C. Form: Change Order: .
- D. Content of Change Orders will be based on either:
 1. Proposal Request and Contractor's responsive Proposal as mutually agreed upon between District and Contractor.
 2. Contractor's Change Proposal for a change, as recommended by Architect or District Representative.
- E. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- F. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
 1. For revisions to contract time, refer elsewhere in Division 1 for Schedule and calculation methods for revisions to schedule. Contractor shall document proposed Schedule revisions per the requirements of the Schedule Section of these Specifications.
- G. District and Architect will sign and date the Change Order as authorization for the Contractor to proceed with the changes. DSA must approve all changes prior to proceeding.
- H. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

3.07 Correlation with Contractor's Submittals

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule as described in Schedule specification section elsewhere in Division 1, to reflect each change in Contract Time.
 1. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

End of Section

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Payment Application Procedures

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
General	Procedures Forms Methods

- B. *This section describes the procedures and steps to be followed to receive payment for work performed and materials supplied to the project. Following these procedures will result in a timely payment period. If these procedures aren't followed, payment will potentially be delayed.*
- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 1.

Item	Description
Schedule of Values	• Schedule of Values
Payment Applications	• AIA form or other with updated Schedule of Values
Project Schedule	• Updated Project Schedule
Lien Releases	• Conditional Waivers from all subcontractors, and Unconditional Waivers from all subcontractor for previously submitted payment application

Part 2. Requirements

2.01 Schedule of Values

- A. Prepare a schedule of values to be used as a basis for all Progress Payments and disputes.
 1. Submit a typed schedule of values on AIA Form G703, or approved equal type form.
 2. Submit schedule of values for Architect's Review, within three (3) Days after award of contract.
 3. The first pay request shall not be considered the schedule of values.

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- B. Schedule of Values shall include enumeration of all items to be invoiced to the Contract.
1. Schedule of Values shall represent actual amounts based on project estimates and sub-contract amounts.
 - (a) Schedule of Values shall not be "front-loaded". Architect may reject Schedule of Values (and potentially delay Application for Payment) based on inappropriate values for initial project tasks.
 - (b) Rejection of Schedule of Values for this reason shall not constitute a basis for delay claim by the Contractor.
 2. Schedule of Values shall include representation of all Sub-Contractor amounts so that Payment Applications may be correlated with actual Sub-Contractor progress when necessary. Lump Sum amounts for subcontractors will not be accepted.
 3. Schedule of Values shall include all substantial material / product amounts and all General Conditions amounts so that Payment Applications may be correlated with actual project progress when necessary.
- C. Include as an attachment a list of every subcontractor or supplier to be employed on the project with corresponding subcontract amounts. This Attachment shall include the following:
1. Subcontractor / Supplier Name, Address, Phone Number, Fax Number, Contact person
 2. Subcontractor license number and type of license
 3. Subcontractor / Supplier Scope of Work

2.02 Submittal of Certified Payroll

- A. Contractor shall be required to submit certified payroll to the District monthly as a condition of payment. Certified payroll will be kept in District records. District is not providing a Labor Compliance Program.

2.03 Payment Application Format And Data Required:

- A. Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, and Continuation Sheets G702A, or other approved forms.

2.04 Preparation of Payment Application for Progress Payments

- A. Application Form:
1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
 - (a) List by Change Order Number, and description, as for an original component item of work.
- C. Waivers
1. Waivers are required from all subcontractors with each pay request.

2.05 Substantiating Data for Payment Application

- A. When the District or the Architect requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 - 1. Project.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored products:
 - (a) Item number and identification as shown on application.
 - (b) Description of specific material.
 - (c) Proof of title transfer to District upon payment
 - (d) Proof that off site location is fully bonded for protection of stored material.
- B. Submit one copy of data and cover letter for each copy of application.

2.06 Preparation of Final Payment Application

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.
- C. General Contractor shall provide and require all Subcontractors and Vendors to provide "Conditional waiver and release upon Final Payment" with Final Application for Payment. The form of this waiver shall be as described in California Civil Code Section 3262
- D. Provide Unconditional Waiver and Release for all previously made payments.
- E. Upon receipt of application for final payment, Architect will make a determination as to whether or not all requirements are in proper order as required by other Sections of this Specification. When all requirements have been provided, Architect will issue a Final Certificate of Payment.
- F. Refer to Project Closeout and Completion Sections for additional requirements.

2.07 Submittal Procedure

- A. Submit Payment Applications to Architect at the times stipulated in the Agreement.
- B. Copies:
 - 1. (3) Three copies of each Application.

2.08 Conditions

- A. Approval of Application for Payment shall be contingent on the following:
 - 1. Submittal of supporting data required elsewhere in the Specifications
 - 2. Review and acceptance of Construction Progress Documentation specified elsewhere in Division 1.
 - (a) This includes but is not limited to, Updated total Project Schedule.
 - 3. Review and acceptance of Construction Progress.
 - 4. Fulfillment of requirements of Pay Application Meeting defined elsewhere in Division 1.
- B. Refer to Division 1 for other requirements related to processing and approval of Payment Applications.
- C. When Architect finds Application properly completed and correct, it will be transmitted to District, with copy to Contractor.

Part 3. Execution

3.01 Not Used

End of Section

Project Management and Coordination

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulation (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
Contractor Responsibility	Supervision, Project Management, Site Management
Project Management	General Project Management and Supervision
Project Initiation	Pre-Construction Conference Project Schedule Schedule of Values
Project Coordination	Coordination of work of all suppliers, installers, fabricators, manufacturers and labor forces. Coordination throughout the Contract Document set.
Project Site Administration	Site staffing and management Site records, information and resources
Communications	Limitations

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 Duties of Contractor

- A. The following is not intended to limit the responsibilities of the Contractor, but is to provide for a general understanding of the requirements.
- B. The Contractor is responsible for all superintendence, project coordination and project management.
- C. Sub-Contractor – Supplier Supervision
 - 1. Contractor is explicitly required to oversee and coordinate the work of all sub-contractors and suppliers.
 - 2. Such oversight shall include Quality Assurance prior to the installation of work by a sub-contractor or supplier to ensure that the sub-contractor or supplier is capable of performing the work to the level of quality required and that the sub-contractor or supplier is intending to perform the work to the level of quality required. Refer Quality Assurance section of Division 1 for further requirements.

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3. Such oversight shall include Quality Control during the installation of work by any sub-contractor or supplier to ensure that the sub-contractor or supplier is capable of performing the work to the level of quality required and that the sub-contractor or supplier is intending to perform the work to the level of quality required. Refer Quality Control section of Division 1 for further requirements.
 4. The Contractor shall provide adequate supervision to prevent sub-contractors and suppliers from performing work in such a manner that may require rejection and re-installation.
 - (a) This paragraph explicitly requires to Contractor to act in a pre-emptive manner with regard to sub-contractor and supplier performance.
- D. Contractor is responsible to administer all processing of submittals as defined elsewhere in Division 1.
1. This requirement shall explicitly require preliminary review of all submittals to determine their general compliance with the requirements of the Contract Documents prior to submittal to the Architect.
 2. Failure to review Submittals for compliance may result in rejection of the submittal without providing any grounds for delay claims.
- E. Contractor is responsible for review and coordination of Contract Documents.
1. Contractor is explicitly required to read, study and become familiar with the requirements of the Contract Documents. Such knowledge shall be required to adequately supervise the Work of the Project.
 2. Knowledge of the Contract documents developed by the Contractor for the sole purpose of seeking changes to the Contract shall constitute Non-Performance of the requirements of the Contract with regard for successful completion of the work and may serve as grounds for termination.
- F. Contractor is responsible to review progress of the work and recommend changes to the work that may be appropriate due to site conditions, constructability issues, procurement issues and logistics issues.
1. Contractor shall recommend necessary or desirable changes to the Architect.
 2. Contractor shall review subcontractors' requests for changes and substitutions and submit recommendations to Architect where appropriate.
 - (a) Contractor shall analyze all requests from sub-contractors to determine the appropriateness or usefulness of the proposed change and to determine the potential impacts, both in time and costs, on other portions of the work.
 - (b) The Contractor shall not be entitled to Contract Changes for peripheral work resulting from a proposed change when that peripheral work was not identified in the original recommendation or proposal.
- G. Contractor is responsible for Work Zone security and safety.
1. Refer to other sections in **Division 1** for specific requirements.
 2. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the Architect and District.

2.02 General Project Management and Coordination

- A. Contractor shall provide such management and administrative structure and forces as necessary to complete the Work in a continuous uninterrupted operation.
- B. Contractor shall provide all required management systems including, but not limited to,
 1. Administrative staff

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2. Communications equipment
 3. Document access and reproduction capabilities
 4. Shipping and handling resources for administrative materials
 5. Shelter / Enclosure for management resources
 6. Off site management and administrative resources.

- C. The Contractor must use sufficient manpower and adequate equipment to complete all the necessary work requirements within a minimum period of time.

2.03 Project Initiation

- A. Pre-Construction Conference
 1. Pre-Project Meetings Section of Division 1.
- B. Initial Schedules:
 1. Submit (4) four copies of initial Construction Progress Schedule and Schedule of Values within 7 days after award of Contract. *The first pay request will not be accepted in lieu of the schedule of values*
 2. After review by Architect revise and resubmit where required.
 3. Submit revised progress schedules with each Application for Payment reflecting changes since previous submittal.

2.04 Construction Progress Schedule

- A. Refer to section 01 32 13 "Project Schedule"

2.05 Project Coordination

- A. Coordinate work of all subcontractors.
 1. Verify that adequate services are provided to comply with requirements for Work and climatic conditions.
 2. Verify proper maintenance and operation of temporary facilities
 3. Administer traffic and parking controls for construction workers.
- B. Interpretations of Contract Documents:
 1. Consult with Architect to obtain interpretation or clarifications for any portions of the Contract Documents, which contain discrepancies and/or ambiguities.
 2. All inquiries shall be submitted via standard Request For Information (RFI).
 - (a) RFI's must include building name, location, schedule impact/ criticality and an adequate description of the issue.
 - (b) Contractor may not claim project delays while waiting for a response to a RFI if the District has not been given at least seven (7) days to review request.
 - (c) Requests for Information submitted after noon on a Friday will be considered as submitted the following Monday.
 3. Assist in answering questions, which may arise from sub-contractors, suppliers, the Architect, District and other parties directly involved with the Work.
 4. Transmit written interpretations to involved parties.
- C. The Contractor is responsible for shared coordination with other Contractors performing work adjacent to or within the Work Zone. The Contractor shall make all necessary efforts to ensure that work is coordinated where it interfaces with work of this contract. Additionally, the Contractor is required to be available for joint meetings with adjacent Contractors when necessary for coordination.

2.06 Project Site Administration

- A. Contractor shall provide such site management structure and forces as necessary to complete the work in a continuous, uninterrupted operation and per the terms and schedule of the Construction Contract.
- B. The Contractor shall provide all required Site Administration systems including, but not limited to, the following:
 - 1. Site Management Staff including Project Superintendent and Site Superintendents as necessary.
 - 2. Site management facilities
 - 3. Communications equipment- including: Scanner; email; printer
 - 4. Document management and retention equipment and systems.
 - 5. Support staff including administrative, secretarial and laborers as necessary to support the work of this contract.
- C. Retain on the work site during its progress, a competent full-time superintendent, satisfactory to the Architect and District. The superintendent shall be in full charge of the work and all instructions given to the superintendent shall be binding.
 - 1. District shall interview and approve superintendent prior to contract execution.
 - 2. The superintendent shall not be changed without consent of the District and Architect.
- D. Schedule Management
 - 1. Refer to **Schedule** section above.
 - 2. Manage all aspects of the Project Schedule including phasing, critical construction sequences and interface with District occupied premises and District use schedules.
 - 3. Advise Architect regarding all schedule issues, which may require action or other response on the part of the District.
 - 4. Advise Architect of all schedule issues, which may require action or response on the part of the Architect or any of the Architects consultants.
 - 5. Failure to advise these parties regarding schedule requirements will relieve them of any responsibility for compliance with schedule requirements.
- E. Inspections and testing:
 - 1. Request and coordinate all project inspections a required by Division 1, Title 24 and other applicable codes and standards.
 - 2. Refer to Quality Control Procedures section of Division 1.
 - 3. Refer to Title 24 section of Division 1.
 - 4. Inspect work to ensure that it is performed in accord with requirements of the Contract Documents.
 - 5. Arrange with Architect for special inspections or testing when required.
 - 6. Reject work which does not conform to requirements of Contract Documents.
 - 7. Coordinate testing laboratory services:
 - (a) Notify laboratory of test schedule.
 - (b) Verify that required personnel are present.
 - (c) Verify that specified tests are made as scheduled.
 - (d) Verify compliance of test results with specified criteria. Determine need for retesting and submit recommendations to Architect. Administer required retesting.
- F. Quality Control: Provide quality control over all Construction activities to ensure that all work meets the requirements of the Contract Documents.
 - 1. Refer to Quality Control section of Division 1.

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- G. Administer processing of shop drawings, product data and samples.
 - 1. Refer to Submittal section of Division 1
 - H. Maintain reports and records at job site.
 - 1. Refer to Progress Documentation section of Division 1.
 - I. Ensure that specified cleaning is done during progress of Work and at completion of Contract.
 - 1. Refer to Cleaning section of Division 1.

2.07 Communications

- A. All online communication shall be via Procore. Procore site will be compiled and set up by Architect. Architect will provide training on usage of website. Website shall be used for the following
 - 1. Meeting notes and Agenda
 - 2. Submittal uploads and reviews
 - 3. RFIs and Responses
 - 4. ASIs
 - 5. Change Order Requests
 - 6. Construction Logs
 - 7. Schedules
 - 8. Progress photo documentation
- B. Establish on-site lines of authority and communication. Schedule and conduct progress meetings among District, Architect, and subcontractors.
- C. Communications shall be limited to the immediate Construction team which shall include the following:
 - 1. Contractor
 - 2. Architect
 - 3. District Contact
 - 4. Inspectors.
- D. All communication with School Site Staff, Teachers, Students, Custodial Staff and any member of the Parent Community or Public shall be initiated by the Architect or the District Contact.
- E. The Contractor or any Sub-Contractors shall not review the content of any Project meeting with School Site Staff, Teachers, Students, Custodial Staff and any member of the Parent Community or Public or any other persons not either present at the subject meeting or working under the control of the Contractor.
- F. The Contractor shall not advise School Site Staff, Teachers, Students, Custodial Staff and any member of the Parent Community or Public regarding project progress, nor shall the Contractor take direction from any person other than the Architect or the District Contact unless specifically instructed to do so by the Architect or the District Contact.
- G. In no case shall the Contractor modify the Work of the Project based on the direction of any person other than the Architect.

Part 3. Execution

A. Not Used

End of Section

Project Meetings

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
Pre-Construction Conference	<ul style="list-style-type: none"> • Initial Project Meeting prior to start of construction General Table Listing, Requiring bullet points
Regular Project Meetings	<ul style="list-style-type: none"> • Meetings conducted at regular intervals to review project progress and resolve project issues
Payment Application Meeting	<ul style="list-style-type: none"> • Monthly meeting for review of Pay Application
Incidental Project Meetings	<ul style="list-style-type: none"> • Meetings scheduled for special purposes

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 General

- A. All project meetings shall be coordinated by the Architect. The Contractor may request a Special meeting by notifying the Architect.

2.02 Preconstruction Conference

- A. Prior to commencement of Work, a pre-construction conference will be held to discuss procedures to be followed during the process of the Work.
- B. Location: Project Site/ Online.
- C. Attending shall be:
 1. Architect
 2. Architect's Professional Consultants
 3. Contractor
 4. Contractor's Superintendent
 5. Subcontractors
 6. DSA Inspector

2.03 Regular Project Meetings

- A. Regular Project Meetings shall be held on a weekly basis
- B. Attending shall be:
 - 1. Architect / Project Coordinator
 - 2. Architect's Professional Consultants, as appropriate to the Agenda
 - 3. Contractor
 - 4. Contractor's Superintendent
 - 5. Subcontractors, as appropriate to the Agenda
 - 6. DSA Inspector
 - 7. Contractor shall determine additional attendees as required by particular stage of work or based on specific issues requiring attention
 - 8. Architect may request additional attendees as appropriate to subject matter on Agenda.
- C. Regular Meeting Agenda / Minutes
 - 1. The Architect will prepare and maintain Agendas / Minutes for All specified meetings.
 - 2. The Architect may request an agenda from the Contractor for incidental meetings requested by the Contractor.
 - 3. Regular Project Meeting Agendas will include the following agenda categories:
 - (a) Old Business
 - (b) New Business
 - (c) Agenda Items
 - (i) *As submitted by attendees*
 - (d) Standing Items
 - (i) *Project Schedule*
 - (ii) *Project Cost Performance*
 - (e) Project Walk Through
- D. Location: Contractor's field office.

2.04 Monthly Meeting for Payment Application

- A. One Regular Meeting each month will be allocated for the review of Payment Applications.
 - 1. This meeting will include review of Project Completion and Project Record Documents prior to review of Payment Application.
 - 2. Approval of Payment Application will require the following to occur at this meeting:
 - (a) Satisfactory review of Project Progress based on Project tour prior to meeting.
 - (b) Satisfactory review of updated Project Schedule, as defined elsewhere in Division 1.
 - (c) Satisfactory review of Project Record Data as defined elsewhere in Division 1.
- B. Review of Progress Billings will occur at the Regular Project Meeting prior to submittal of Application for Payment.
- C. The Contractor shall prepare an itemized draft of the month's proposed billing for review with the Architect at the billing meeting.
- D. Following review of the proposed billing, revise as may be required, prepare Application for Payment, and submit to the Architect.
- E. Monthly Payment Application Meeting Agenda

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1. Agenda: The following specific reviews will occur at the Monthly Payment Application Meeting

#	Item	Remarks
1	Project Tour	Review progress of Construction
2	Record Documents (As-Built)	Review level of completion of Project record Documents for compliance with level of Work observed in field.
3	Inspector review	Inspector of record issues
4	Security Review	Review of site security measures in place
5	Schedule Update Review	Review of published schedule update.
6	Payment Application Review	Compare against observed completion of Work.

2.05 Incidental Meetings

- A. Incidental Meetings shall be convened as necessary to address issues that may not be appropriate for the regular Project Meeting.
- B. When required in individual specification Sections, the Contractor shall notify the Architect of the need to convene a pre-installation conference at project site prior to commencing Work of the Section.
- C. The Architect or District may request a special meeting at any time.

Part 3. Execution

3.01 Not Used

End of Section

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Construction Progress Documentation

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.
- B. Project Record Documents are a CONTRACTUAL requirement of this project.

Item	Description
Construction Photographs	• Digital
Periodic Site Observation Reports	• Monthly Field report
Progress Schedules and Reports	• Monthly Schedule Update
Record Document Data	• Regular Mark-Ups and Data Logging for use in Record Documents
Record Documents	• Regular input of Record Document Data into Record Documents

- C. *Construction Record Documents also known as "As Built" documents are in important resource for the District, when undertaking future projects or making repairs. These documents must be provided. The Contractor's superintendent is in charge of making sure that all changes are properly documented.*
- D. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 General

- A. Contractor is responsible to provide documentation describing the progress of the work.

2.02 Construction Photographs

- A. The Contractor shall photograph the progress of the work throughout the Construction period. Photographs shall be kept in a log on-site and shall be available for inspection by the Architect. If requested by the Architect, submit photographs with Application for Payment.
 1. Contractor shall provide digital photographs depicting the ongoing progress of the Work.
 2. Digital photos shall include date as part of the digital image.

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3. Digital photo filename shall include date and title as part of the filename. Title shall include location, subject and comments.
 - (a) Sample: 2002-09-21-q-6-east-framing.jpg
(Year-Month-Day-Bldg-Rm No-Location-Description).jpg
 4. Transmission:
 - (a) Digital photos may be provided electronically via e-mail, on CD/DVD, or uploaded to FTP/Website.
 - (b) Digital photos shall be transmitted in .jpg or .tif format only.
 - B. Photographic subjects shall be selected to provide adequate records of progress, attention paid to areas that will eventually be covered or otherwise inaccessible.
 - C. Identify photographs with date, time, orientation, and project identification.
 - D. Include construction photographs with Operation and Maintenance manual.

2.03 Progress Schedule

- A. Contractor shall provide an updated Project Schedule each month prior to submittal of Payment Application. Updated schedule is required prior to approval of payment request.
 1. Refer to Payment Application Section of Division 1.
- B. Provide Updated "Rolling Three Week Schedule" at each Weekly Project Meeting. Architect will provide blank form for this schedule if so requested by General Contractor.
- C. Contractor shall maintain a continuously updated schedule on the project site for review at any time.

2.04 Project Record Document Data

- A. Project record Data shall be defined as ongoing mark-ups, drawings and notes describing any variation from the Contract Documents that may occur over the course of construction with regard to any aspect of the required Work.
- B. Project Record Data shall consist of a stand-alone copy of the Contract Drawings and Specifications for mark-up purposes only. This shall be referred to as the Project Mark-Up Set and shall be accessible to the Architect at all times.
 1. Record Data shall include data from sub-contractors who may be keeping data in their possession. All record data must be available for review at all times.
 2. Architect or Contractor may require several sets be established to allow for input from various sub-contractors.

2.05 Entering Project Record Data

- A. Project Mark-Up Set shall be marked up on a regular basis as work is completed.
 1. In showing the changes in the work, or added work, use the same legends that are used in the contract Drawings. Indicate exact locations by dimensions and exact elevations. Give dimensions from a permanent point.
 2. Mark-ups shall include the following:
 - (a) Changes to the scope of work as a result of Change Orders and field discoveries
 - (b) Progress of the work and identification of completed areas, assemblies or components
 - (c) Ongoing notation describing progress including dates and coordination interfaces.
 3. Specification markups shall include the name of equipment when more than one manufacturer is named in the specifications or when substitutions are approved.

2.06 Project Record Documents

- A. Project record Documents shall be defined as the compilation of Project Record Data, prepared by the Contractor, for presentation to the Architect on a regular basis for review.
- B. Project record Data, in the form of the Mark-up Set, shall be translated to Project Record Drawings on a monthly basis to satisfy Payment Application requirements.
 - 1. Contractor shall present Record Document status to Architect prior to submittal of monthly Payment Applications. Payment Applications will not be authorized if Architect determines that Record Documents are not current.
 - 2. Refer to Payment Application Section of Division 1.
- C. Hand Drawn As-Built Documents
 - 1. Contractor shall make copies of one clean set of Contract Documents at the start of construction. Copies shall be made on reproducible media suitable for amending via hand drawing. The Architect will assist the Contractor in obtaining copies if so requested by the Contractor.
 - 2. Store drawings, one set of Project Specifications, and one copy of each Change Order separate from documents used for construction, for use as Project Record Documents.
 - 3. Indicate actual work on drawings; indicate actual products used in Project Specification, including manufacturer, model number and options.
- D. Digital Record Documents
 - 1. Alternately the Contractor may provide PDF formatted record documents on CD/DVD.
- E. Incomplete Project Record Documents or Data may be supplemented by Post Construction investigation to be provided at the expense of the Contractor.
 - 1. Investigation may include, but not be limited to:
 - (a) Sub grade surveys
 - (b) Electronic investigation of hidden assemblies
 - (c) Destructive exploration (to include repairs as necessary)
 - (d) Any other means necessary to determine extent of variations from Work as shown in Contract Documents.

Part 3. Execution

3.01 Not Used

End of Section

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Project Schedules

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6 of Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. A Critical Path Schedule is required for this project. Payment applications will not be accepted or approved without an updated Critical Path Schedule. *Contractors that DO NOT have the expertise in house to provide a professional CPM schedule per these requirements should hire a consultant to perform these tasks.*
- B. The CPM schedule shall be a practical tool utilized to assess the progress of the project and to assess the validity of requested time extensions on change orders. If these requirements are not met, the Contractor will be abrogating his /her right to time extensions and cost increases due to changes required to complete the project, regardless of the causes of such changes.
- C. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item

General

Description

- Project Construction Schedule Utilizing CPM or the Critical Path Method
- Project Construction Schedule Update Procedure
- Project Time Modification

- D. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Definitions

- A. The following definitions shall be established for use in correspondence and record documents concerning Project Schedules. These terms are established to facilitate clarity in reviewing, coordinating and approving Project Schedules and Updates.

Term	Remarks
Critical Path Network Diagram	Diagram (also known as precedence diagram) indicating flow and priority of tasks with arrows and nodes. Tasks shall be indicated on Nodes. Critical Path(s) shall be indicated as a highlighted/bolded path of arrows.
Gantt Chart	Bar Chart developed from CPM Network Diagram. Bars on chart indicate task durations. Indicate Critical Path as a series of bold Red Bars and arrows.
Critical Path Method	Analysis of the sequential and time characteristics of projects by the use of networks. Determines the longest path or "Critical Path" through a project.
Critical Path	Path of events/tasks with 0 total float. Also the Longest Path (s) through a project.
Critical Event or Task	A Task or event that occurs on a Critical Path.
Free Float	= (Late Start Time of current task) – (Late Finish Time of previous task)
Total Float	= (Late Finish Time of Current task) – (Early Finish Time of Preceding task)
Early Start	The earliest time that a Task can begin
Early Finish	The earliest time that a Task can complete
Days: Calendar Days	The Schedule shall take into account all weekends, holidays or other non-working days anticipated by the Contractor.
"Delay Days"	Any formal requests for contract extensions either for compensated or uncompensated days shall be provided in Calendar Days. Delays that cause extension to the overall project duration. Delays must therefore ultimately only affect the "length" of the Critical Path. Concurrent Delays are only counted once.
Delay Analysis or Change order Day analysis	Analysis of delays caused or required by a change order, provided by Contractor, indicating affect of delays on: Total Float and Critical Path. Must include analysis of concurrent delays if occur. Must reference all related tasks.

Part 2. Requirements

2.01 General Schedule Requirements

- A. Schedules shall be developed with any industry standard computer scheduling software.
- B. Provide schedules in digital format **and** on “D” size or 24”x36” sheets.
- C. Schedules shall be developed as an Early Start, Early Finish schedule indicating: Free Float and Total Float for each Event indicated. Schedule shall not use forced late start times for the purpose of creating multiple critical paths. ***Schedules indicating that every task is Critical will be automatically rejected without review***
- D. On all schedule formats required (Network Diagram and Gantt Charts) clearly indicate Critical Path. ***Schedules that do not clearly indicate Critical Path will automatically be rejected without any review***
- E. ***Construction may not begin until a schedule has been submitted.***

2.02 Process

- A. A ***Preliminary Schedule*** shall be submitted within 5 calendar days of Award of Bid and Prior to Execution of Contract.
- B. Architect shall review Preliminary Schedule (requirements outlined below) for conformance with Project Schedule Requirements as described in this section, the General Conditions, Section 01 00 00 and Section 01 32 00
- C. Upon acceptance of Schedule and when all other pre-execution requirements are met, Contract will be executed between District and Contractor.
- D. Within 7 Calendar Days of contract Execution, Contractor shall submit a ***Contract Schedule*** (requirements outlined below).
- E. ***At the District’s discretion, failure to submit a Project Schedule within seven (7) days after award of contract shall be grounds for dismissal of contract.***
- F. Architect shall review the Contract Schedule (requirements outlined below) for conformance with Project Schedule Requirements as described in this section, the General Conditions and Sections 01 00 00 and Section 01 32 00
- G. Contract Schedule shall be updated twice per month (requirements outlined below) and prior to approval of Monthly Pay Request.

2.03 Preliminary Schedule Requirements

- A. A Gantt chart is acceptable for the preliminary schedule.
- B. Critical Path shall be clearly indicated on chart.
- C. The entire project shall be indicated
- D. All phases shall be indicated
- E. Indicate all testing and commissioning periods.
- F. Indicate all transition periods required by the District
- G. The Number of events indicated is per the contractor’s preference.

2.04 Contract Schedule Requirements

- A. Provide a Gantt chart indicating Critical Path

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- B. Number all Tasks. This number is used for reference in change order time requests
 - C. The number of Tasks indicated shall be appropriate to the Job. All trades involved in project shall be indicated. No Tasks Less than one (1) Day. No tasks greater than two (2) weeks. Upon written request Architect may approve longer durations.
 - D. Total Float Total shall be at least 25 percent of total project time (TF/TT): Indicate this percentage with coversheet attached to Contract Schedule.
 - E. Free Float shall be 25 percent of total project time (FF/TT). Indicate this percentage with coversheet attached to Contract Schedule.
 - F. Contractor shall not submit false delay claims in order to diminish project float time.
 - G. All Tasks shall include appropriate durations. Project schedules with unreasonable or false durations will be rejected.
 - H. Upon review and Acceptance by Architect and District, Contract schedule shall become an integral part of ***The Contract***.

2.05 Project Submittal Requirements

- A. Refer to Section 01330 Submittals

2.06 Project Specific Requirements

- A. The following are requirements that apply specifically to this project. Refer to The Form of Agreement, General Conditions and other project manual sections for all other contractual requirements related to time.
 - 1. Include (15) Fifteen Calendar Days as one final task in the project schedule to be utilized as the equivalent of Free Float and Total Float solely for the District's use. If this time is not utilized by District, contractor completion date is the date at the start of this task. District may utilize this time in order to compensate for day extensions in change orders.
 - 2. All other float in the project schedule shall be utilized before the above "Final Float Task" is accessed. Only the District has a right to this float time.

2.07 Testing Shut Downs

- A. Contractor shall include an additional (5) half days (from 8am until 2pm) of free float to accommodate for District testing shutdowns.
- B. When notified by the Architect at least 48 hours prior to the date, the Contractor shall cease all noise producing operations during defined testing district testing schedules.
- C. When District and Architect mutually agree that Contractor failed to cease operations during the designated testing time period, damages of \$1000.00 per day will be assessed for each occurrence. Amount to be deducted from final payment
- D. Contractor shall not request additional overtime or delay days for any utilized testing days

Part 3. Execution

3.01 Contract Schedule Time Modification Rules

- A. It is the General Contractor's sole responsibility to show that tasks performed as a result of a change order have extended the overall completion date of the project. This means that items must either be shown to be on the current critical path, or they must be shown to cause a revised critical path. *If the work of a change order can be done while other tasks are occurring without causing delay, it is NOT acceptable to extend the contract date resulting in additional "General Conditions".*

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- B. For each Change order submitted Contractor shall request number of days, if any, for additional total project time. This may be Null.
 - C. Event or events requiring time extension must be noted in request. Item must be referred to by a numerical reference to the event indicated on the diagram(s)
 - D. If event has Total Float, the Total Float time shall be deducted from the requested days prior to granting extension of project completion time.
 - E. If an event is already critical (the path stays the same) the overall project time shall be extended. Free Float and Total float for all other items must be re-calculated.
 - F. Concurrent Delays are counted only once when calculating overall project delay. Time required to complete the work of a change order will only change the contract completion date if it is shown to affect overall project completion, by ***Change Order Delay Analysis***.
 - G. Proposals for change orders for which the contractor wishes to be granted additional time shall include reference to any delayed item(s), its event number, original Free Float, original Total Float and revised floats due to the change.
 - H. Any time extensions approved as a part of a change order are considered to be compensated fully by the change order. No further monetary changes will be allowed. Refer to section on change procedures
 - I. *Free Float and Total Float are shared by District and Contractor.* By signing the Construction Contract, the Contractor has agreed to this industry standard. Contractor makes schedule updates that are reviewed by Architect. When any Float time is utilized by District or contractor schedule shall be revised, Contract keeps track of District used Float and Contractor used float.
 - J. Float is used by either District or contractor as long as either is working in good faith. However, Contractor must notify District if it intends to use float provided for an activity/event within one week of the scheduled event
 - K. "Float" is an asset of the project and not for the exclusive use or benefit of the District or the contractor, with the Exception of The Fifteen (15) Days required weather/District use float task and any days required between project phases, which are for the sole use of District.
 - L. If contractor provides a schedule indicating completion of the project earlier than the bid document requirements, the resultant Float time shall be shared by both District and Contractor.

3.02 Look Ahead Schedules

- A. Contractor shall provide three week look ahead schedules for Architect, District, and Contractor review. This short term schedule does not replace any of the other requirements indicated herein.

3.03 Monthly Update Requirements

- A. Schedule shall be re-submitted for Monthly as a condition of pay request approval.
- B. The General Contractor shall be responsible for tracking actual project Process.
- C. If project is behind schedule and contractor intends to catch up Contractor shall prepare a "recovery schedule" in order to indicate to Architect and District a plan of action to re-gain the schedule.

End of Section

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Submittal Procedures

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
Submittal Procedures	<ul style="list-style-type: none"> General procedural requirements for ongoing submittals of required Project Information:
Submittal Types	<ul style="list-style-type: none"> Shop Drawings Product data Samples Manufacturers' certificates Additional Documentation

- B. *Submittal procedures are outlined here so that the Contractor has a clear procedure to follow. Submittals are essential for verification that specified items are actually being provided in the project. A key element is that any items that are substitutions must be clearly noted as such. Substitution items that are not clearly noted as such or do not include proper evidence of equivalence will be returned to Contractor.*
- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 1.

Item	Description
Submittal Schedule	Provide Schedule of Submittals that will be provided and are required by this Specification

Part 2. Part 2 - Requirements

2.01 Submittals

- A. Refer to General Conditions for detailed information regarding submittals.
- B. Submittals shall be defined as any information required to demonstrate to the Architect any of the following:
 1. Full understanding of the intent of the Contract Documents.

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2. Presentation of available choices for product selections when allowed by the Contract Documents
 3. Presentation of available choices for product selections when not previously specified in the Contract Documents
 4. Requests for substitutions by the Contractor or the Architect.
 5. Specification Sections in these Documents enumerate the minimum number of submittal items required by the Contract. The Architect may request additional submittals for other items at any time when submittals may be required to fully demonstrate product options or understanding of the intent of the Contract Documents.
 6. Nothing in these documents shall limit the Architect's ability to request submittals for items not specifically defined as requiring submittals in the Contract Documents.
- C. Refer to Product options and Substitutions for requirements for indicating options and requesting approval of Substitutions elsewhere in **Division 1**.

2.02 Procedures

- A. Submittals: Transmit each item under AIA Form G810 or a similar approved form.
1. Identify project, Contractor, subcontractor, major supplier.
 2. Make submittals in accordance with approved Progress Schedule and approved Shop Drawing Submission Schedule in sequence that avoids delaying work and the progress of other Contractors.
 3. Identify pertinent drawing sheet and detail number, and specification section number as appropriate.
 4. Identify deviations from Contract Documents.
 5. Provide space for Contractor and Architect review stamps.
- B. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
- C. Contractor transmittal of submittals to Architect represents that field measurements, field construction criteria, materials, catalog numbers and similar data have been determined and verified.
1. Contractor shall stamp each submittal after Contractor review and prior to transmittal to the Architect.
 2. Transmittal of submittals that have not been reviewed and stamped by Contractor shall be returned without review.
- D. After Architect's review of submittal, revise and resubmit as required, identify changes made since previous submittal.
1. Architect review of submittals shall be for design concept only and shall not be construed as approving departures from Contract Documents.
- E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly review and report any inability to comply.

2.03 Submittal Schedule

- A. Submit Schedule of Submittal to Architect within 7 days of contract execution.
- B. For each event requiring submittal review and approval by Architect, provide date of required submittal return in order to ensure no delays due to ordering process of materials.
- C. Provide a separate typewritten **Submittal Schedule** consisting of: list of submittals, related specification section, anticipated date of submittal. Include also:
1. "Preferred" date of return (no free float impact)

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2. "Required Date" of return. Accounts for sufficient ordering period so that the latest date for which a Task's Free float will become zero (0)
 3. "Will Delay Project" date of return. Accounts for sufficient ordering period so that the latest date for which a Tasks Total float will become zero (0).
 4. Submittal Schedule does not have to be updated during the project.
 5. Submittal Dates above shall include provision of review period indicated under Submittal Procedures Section.

2.04 Time

- A. Submittals shall be made by the Contractor such that no delay is caused to the Work.
- B. Review time for submittals shall vary based on the complexity of the submittal and the number of parties who will be required to review the submittal.
 1. The Contractor shall assess the complexity of each submittal and ensure that submittal occurs at a time prior to construction that allows adequate review time for the submittal.
 2. No maximum time is herein stipulated for submittal review.
 3. Extended time for submittal review shall not be the basis for delay claims by the Contractor.
 4. The Architect shall seek to review submittals in a timely manner and shall provide due diligence to facilitate review by other parties. The Architect shall not be responsible for delays resulting from extended review of submittals when the submittal was not made by the Contractor with adequate time for review by the Architect.

2.05 Shop Drawings

- A. Submit 2 sets of prints for review.
 1. Shop drawings shall include, but not be limited to:
 - (a) Refer to specific Sections for requirements
- B. Contractor shall review prior to submittal and sign Shop Drawings indicating that Contractor has reviewed drawing prior to submittal and that drawings meet Contract Documents and job conditions. Shop drawings not reviewed by General Contractor prior to submittal to Architect will be returned without review by Architect.

2.06 Product Information

- A. Submit product literature, cut sheets and other descriptive information as required to define and describe subject products or assemblies. Contractor may submit photocopies or scans of color or glossy product information provided a minimum of two copies of color or glossy original is submitted to be retained by the Architect.
 1. Product Information shall include, but not be limited to:
 - (a) Refer to specific Sections for requirements
- B. Contractor shall review prior to submittal and sign Product Information indicating that Contractor has reviewed drawing prior to submittal and that drawings meet Contract Documents and job conditions. Product literature not reviewed by General Contractor prior to submittal to Architect will be returned without review by Architect.

2.07 Samples

- A. Submit full range of manufacturers' standard colors, textures and patterns for Architect's selection. Submit as complete range of materials to be selected at one time so that Color Schedule can be completed on the basis of coordinating all colors and materials to be selected.

1. Samples shall include, but not be limited to:

(a) Refer to specific Sections for requirements

- B. Submit samples in conjunction with related product information. When product information accompanies samples, provide only one copy of sample for physical review. Selections and comments will be made on multiple copies of accompanying product literature.

2.08 Manufacturers' Certificates

- A. Submit certificates, in duplicate, in accordance with requirements of specification section.

2.09 Paper Waste

- A. Minimize paper waste for all submittals. Provide only the information required. Eliminate peripheral information for products and assemblies not specified or not included for use.
- B. Submittals requiring extensive comment, coordination, shall be submitted in reproducible form. The Architect will make comments and notation on one copy and provide reproduced copies for interested parties.

Part 3. Execution

3.01 Not Used

End of Section

Title 24, Part 1: Administrative Requirements

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Division of State Architect Requirements and Coordination	<ul style="list-style-type: none"> • All coordination required to facilitate DSA Required inspection and special inspection • Completion and filing of Verified Field Reports • Change order procedures meeting DSA requirements • All other requirements of CCR-Title 24-Part 1, Administrative Requirements not specifically noted here that are the contractor's responsibility
B.	Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 References / Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	California Building Code
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Part 2. Requirements

2.01 General

- A. The Work of this project is regulated by the California Department of General Services, Division of State Architect. Contractor is responsible to comply with all requirements regarding Inspection, Observation and Documentation for such projects.
- B. Contractor recognizes the authority of the jurisdiction in which the project is being constructed and explicitly agrees to perform all work of this project in conformance with that authority.

- C. Rejection of any Work by inspectors responsible to the jurisdiction shall not be the basis for Contract Changes.

2.02 DSA Forms

- A. DSA forms shall be completed as required by Part 1, Title 24 CCR Chapter 4 and DSA PR13-01 found at http://www.documents.dgs.ca.gov/dsa/pubs/PR_13-01.pdf The following forms are listed as a reference. General Contractor is responsible for those forms so noted.

Form Name	Number	Filer	Frequency
Project Inspector Qualification and Approval	DSA-5	Project Inspector	Prior to construction
Construction Start Notice/Inspection Card Request	DSA-102IC	Architect	Prior to construction
Project Inspection Card	DSA-152	Project Inspector	At completion of each "Section" as noted in the form. Interim/Final forms are required.
Project Inspector's Semi-monthly report	DSA-155	Project Inspector	Semi-monthly
Contractor's Verified Report	DSA-6C	Contractor	At project completion
Architect's Verified Report	DSA-6AE	Architect	At completion of each "Section" as noted in DSA-152 form.
Project Inspector's Verified Report	DSA-6PI	Project Inspector	At completion of each "Section" as noted in DSA-152 form.
Verified Laboratory Report	DSA-291	Testing Agency	At completion of each applicable "Section" as noted in DSA-152 form.
In-Progress Test Report	N/A	Testing Agency	Within 14 days after each test
Notice of Completion	N/A	District	At project completion
Special Inspection Reports	N/A	Special Inspector	Within 14 Days after each test
Special Inspection Verified Report	DSA-292	Special Inspector	At completion of each applicable "Section" as noted in DSA-152 form.
Geotechnical Verified Report	DSA-293	Special Inspector	At completion of each applicable "Section" as noted in DSA-152 form.

2.03 Observation (Ref Part 1, Title 24, CCR: Section: 4-333.a)

- A. The Architect will observe the work of construction periodically. The contractor shall facilitate this observation by allowing the architect full access to the work area during normal hours of construction work.

2.04 Inspection (Ref Part 1, Title 24, CCR: Section: 4-333.b)

- A. The District shall provide for and require competent, adequate and continuous inspection by an Project Inspector (PI) satisfactory to the Architect and approved by DSA

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- B. The General contractor shall provide the Project Inspector access to all areas of construction at any time during the construction period.
 - C. The cost of project inspection shall be paid for by the District
 - D. General Contractor shall provide Project Inspector minimum 48 hours written notification for all required inspections. General contractor shall utilize inspection request form provided by Project Inspector.
 - E. All Inspection requirements as indicated in DSA form 103 (T&I Form) shall be met and coordinated with the Project Inspector
 - F. Contractor shall not schedule processes or installations requiring Project Inspector oversight during weekends.
 - G. Per Title 24 , CCR: Art 5: 4-342.3: "The inspector as a condition of employment shall have and maintain on the job at all times, the edition of title 24 Parts 1,2,3,4,5 and 6 referred to in [these] plans and specifications."
- 2.05 Special Inspection (Ref Part 1, Title 24, CCR: Art. 5: 4-333.c)**
- A. Special inspection shall be undertaken as noted in the construction documents
 - B. Special inspection shall be undertaken by Special Inspectors approved by DSA for inspection of particular disciplines of construction
 - C. If qualified, the Project Inspector may also be designated as a Special Inspector.
 - D. Special Inspectors shall be employed by the District's Testing Laboratory
 - E. All deficiencies discovered by the Special inspector shall immediately be reported to the Project Inspector.
 - F. Contractor shall not schedule processes or installations requiring Special Inspection oversight during weekends.
- 2.06 Supervision by DSA (Ref Part 1, Title 24, CCR: Art. 5: 4-334)**
- A. During construction, the Field Engineer from the Division of the State Architect may visit the site at any time in order to verify the work is proceeding according to the approved construction documents.
 - B. The General contractor shall provide the DSA Field Engineer access to all areas of construction at any time during the construction period. Advance notification by DSA should not be expected.
- 2.07 Testing Laboratory Services**
- A. District will appoint, employ, and pay for services of an independent firm to perform field and laboratory testing per requirements of CCR Title 24 Part 1.
 - B. The independent firm will perform inspections, tests, and other services as described in the Statement of Structural Testing and Inspection form included in the Contract Documents.

Part 3. Execution

3.01 General

- A. It is the duty of the contractor to complete the work covered by this contract in accordance with the approved plans and specifications.
- B. If at any time it is discovered that work is being done which is not in accordance with the approved plans and specifications, the contractor shall correct the work immediately.

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- C. All inconsistencies or items that appear to be in error in the plans and specifications shall be promptly called to the attention of the architect through the inspector for clarification at once.
 - D. In no case shall the instruction of the architect be construed to cause work to be done that is not in conformity with the approved plans, specifications and change orders.
 - E. The Contractor shall not carry on work except with the knowledge of the project inspector.

3.02 Verified Reports

- A. Contractor shall complete final verified field report (form DSA-6) and file two copies at completion of project with the Division of the State Architect.

3.03 Inspections

- A. For all inspections required as noted in other areas of the construction documents, notify Project Inspector and Special Inspector at least 48 hours in advance. Weekend inspections will not be performed.
- B. Project Inspector may require memorial inspections of specific items. These may be reviewed during pre-construction meeting. Although the Project Inspector may be on site continuously, it is still the General Contractor's responsibility to provide proper notification of required inspection.
- C. If a particular inspection fails more than twice, the Project Inspector's fees for subsequent inspections will be charged to the general contractor. Prorated based on Inspector Agreement.
- D. Project Inspector will keep track of all additional services required due to failed inspections. All fees for these additional services will be deducted from final payment.

3.04 Testing Laboratory Services

- A. General Contractor shall review the Testing and Inspection form on the Title Sheet of the drawing package and notify all parties (Inspector, Architect, District) seven (7) days prior to any required testing or special inspection.
- B. One copy of test reports shall be forwarded to DSA, The Architect, The Structural Engineer and the Project Inspector by the testing agency within 14 days of the date of the test.
- C. Re-testing: Contractor shall schedule all required tests with Project Inspector, who will in turn notify the Testing Laboratory or Testing Agency at least 48 hours prior to test. Weekend inspections will not be performed.
- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor.
- E. Any items requiring testing that do not pass tests will be corrected by General Contractor at no expense to District.
- F. In the event that the General Contractor requests an inspection by Testing Laboratory or Testing Agency (via the Project Inspector) but the particular item to be tested is not ready for the inspection or test, the General Contractor shall pay all associated costs assessed by testing agency.
- G. Cooperate with independent firm; furnish samples as requested.
- H. All charges and payments must be made to the District. No payments from contractor to the testing lab, special inspectors, or project inspector are permitted.

End of Section

Regulatory Requirements and Trade Standards

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Applicable References • Trade Standards

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 References / Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.
- B. Perform the Work in conformance with the latest edition of all applicable regulatory requirements and referenced standards, including, but not limited to the following:

References	<ul style="list-style-type: none"> • Building Standards Administrative Code, Part 1, Title 24 CCR • California Building Code (CBC), Part 2, Title 24, CCR(2012 IBC, Volumes 1-2 & 2013 CA Amendments) • California Electrical Code, (CEC), Part 3, Title 24 CCR <ul style="list-style-type: none"> ○ 2014 NEC & 2016 CA AMDT • California Mechanical Code, (CEC), Part 4, Title 24 CCR <ul style="list-style-type: none"> ○ 2015 UMC & 2016 CA AMDT • California Plumbing Code, (CEC), Part 5, Title 24 CCR <ul style="list-style-type: none"> ○ UPC & CA AMDT • California Energy Code, (CEC) Part 6, Title 24 CCR • California Fire Code (CFC), Part 9, Title 24 CCR <ul style="list-style-type: none"> ○ 2015 IFC & 2016 CA AMDT • California Referenced Standards Code, Part 12 Title 24 CCR • Title 19 CCR Public Safety State Fire Marshall Regulations • ASME A17.1 (w/ A17.1a/CSA B44a-08 Addenda)
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- Safety Code for Elevators and Escalators
 - ASD Manual of Steel Construction, 14th Edition
 - Revised National Design Specification for Wood Construction
 - ACI-318-11
 - NFPA 13 Automatic Sprinkler System.
 - NFPA 14 Installation of Standpipe and Hose Systems (CA AMDT)
 - NFPA 17 Dry Chemical Extinguishing Systems,
 - NFPA 17A Wet Chemical Extinguishing Systems,
 - NFPA 20 Stationary Pumps,
 - NFPA 24 Installation of Private Fire Service Mains (CA AMDT),
 - NFPA 72 National Fire Alarm Code (CA AMDT),
 - NFPA 80 Fire Doors and Other Opening Protectives,
 - NFPA 92 Standard for Smoke Control Systems,
 - NFPA 2001 Clean Agent Fire Extinguishing Systems,
 - ADAAG: Americans with Disabilities Act Accessibility Guidelines
 - Any Referenced standards noted in the Contract Documents.
 - California Labor Code
 - Federal Occupational Safety and Health Administration (OSHA).
 - California Occupational Safety and Health Act (CAL/OSHA).

1.04 Conflicts

- A. Notify the Architect in writing to determine proper course of action when conflicts occur:
 - 1. Between Referenced Regulatory Requirements, OR
 - 2. Between Referenced Regulatory Requirements and Contract Documents, OR
 - 3. Between Contract Documents:

1.05 Applicable Reference Standards

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.

1.06 Industry Standards

- A. The Contractor shall acknowledge that many products, systems and assemblies may not be fully specified herein. For such items, the Architect shall be able to rely on Industry Standards for determination of satisfaction of quality expectations.
- B. Refer Quality Control section of Division 1.
- C. Refer Quality Assurance section of Division 1.

Part 2. Products

2.01 Not Used

Part 3. Execution

3.01 Not Used

End of Section

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Quality Assurance Procedures

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws Apply To The Work Of This Section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • General Quality Assurance
Qualifications	<ul style="list-style-type: none"> • Fabricator Qualifications • Installer Qualifications • Manufacturer Qualifications • Testing Agency Qualifications

- B. Related work may be described in other sections of this project manual. All sections of this Project Manual and all other Contract Documents shall be considered related by the Contractor. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 Quality Expectation

- A. Quality expectation shall be defined by these Documents, by References cited herein either directly or indirectly, and by reasonable Industry Standards.
- B. Where not explicitly defined herein, levels of Quality required for any product, material, installation or assembly shall be measured against standards expressed or defined in comparable areas of similar industries.
 - 1. Industry Standard shall be determined by any one of the following:
 - (a) Explicit Quality standards not included herein but available from manufactures either specified herein or used in comparable situations on other projects of similar nature.
 - (b) Implied quality standards based on comparison of similar components on projects of similar nature.
 - (c) Basic functional and performance standards that can be reasonably inferred from similar products in dissimilar situations.
 - (d) Direct comparison with existing construction either within the District or the region.

2.02 General Quality Assurance

- A. Quality-control services include inspections, tests, and related actions including reports, performed by Contractor, by independent agencies, and by governing authorities.

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- B. The Contractor shall provide all necessary materials and labor to insure Quality Control and adherence to the levels of quality defined in the Contract Documents.
 - C. The District will employ and pay a qualified independent testing agency to perform tests and inspections specified in other Sections, and those required by authorities having jurisdiction.
 - 1. Contractor is responsible for scheduling inspections and tests.
 - 2. Provision by the District of Independent Testing and Inspection does not relieve the Contractor of any responsibility for achieving levels of Quality specified herein prior to Inspection and testing.
 - 3. Retesting: Contractor shall reimburse the school District for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
 - D. The Contractor shall be responsible to require and verify the qualifications of all suppliers, subcontractors and material handlers. Qualifications shall be consistent with requirements of all trades, regulatory requirements, related specification sections and industry standards.
 - E. Contractor shall monitor quality control over fabricators, installers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
 - 1. Contractor shall be required to monitor quality on a pre-emptive basis in order to prevent work from being performed incorrectly.
 - 2. Reliance solely on removal of rejected work shall not meet this requirement nor shall it constitute compliance with the requirements of the Contract.
 - F. Contractor shall assure that all selected Fabricators, Installers and Manufacturers are qualified to produce their respective portions of the work to level of quality specified or as defined by Industry Standards and Expectations.
 - 1. Contractor shall verify that all elected Fabricators, Installers and Manufacturers intend to install their work according to the requirements of the Contract Documents. Such verification shall be based on preliminary review of methods, means and materials, preliminary verbal and written coordination, preliminary instruction and directive and any other means necessary to assure quality performance.
 - G. The Architect shall retain the right to cite "Industry Standard" as a basis for required quality for all common materials, assemblies and components used in similar installations throughout the region.
 - H. Comply fully with manufacturers' instructions.
 - I. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - J. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to the manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturer's or vendor's which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

2.03 Qualifications

- A. The Contractor shall assure and be responsible for providing Fabricators, Installers, Manufacturers that meet the quality standard defined in, or implied by, the Contract

Documents or stated in any referenced regulatory statute, referenced trade standards or any other applicable regulatory instrument.

- B. The Contractor shall assure that any testing and inspection agency utilized by the Contractor or any Fabricator, Installer or Manufacturer meets applicable governmental standards for their particular field of expertise and participation.

2.04 Fabricators' Installers', Manufacturers' Field Services and Reports

- A. When specified in respective specification sections, require material or Product manufacturer or supplier to provide qualified staff personnel to observe site conditions and to initiate instructions when necessary.
- B. When specified in individual specification Sections, require suppliers or manufacturers to Observe field conditions, including conditions of surfaces and installation.
 - 1. Observe quality of workmanship.
 - 2. Provide recommendations to assure acceptable installation and workmanship.
 - 3. Where required, start, test, and adjust equipment as applicable.
- C. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers' written instructions.

2.05 Supervision

- A. Field Services shall include, but not be limited to:
 - 1. Field Measurement and Inventory
 - 2. Delivery and Handling Supervision
 - 3. Installation Supervision
 - 4. Start Up and Operation Supervision
 - 5. Commissioning Participation as defined elsewhere in Division 1.
- B. All Field Services necessary to provide, install and verify satisfactory operation of any material, assembly, device or installation shall be considered a requirement of this Contract.
- C. The Contractor shall provide full time supervision and observation of all construction activities to ensure that Quality standards are being met.
- D. The Contractor shall not rely on observation by the District, Architect or Inspectors to maintain Quality Assurance over construction activities. It is the sole responsibility of the Contractor to provide, construct and deliver all project components at quality levels defined in these documents and equal to quality levels defined by, and occurring in, standard industry procedures and processes.
 - 1. Contractor acknowledges that the requirements for supervision defined in the Contract do NOT fix responsibility for Quality Assurance upon the District, Architect, Inspectors or other outside entity. Such Quality Assurance as may be offered by any of these parties is supplemental to the requirements of the Contract and not in lieu of requirement of the Contract.

2.06 Inspection and Testing Laboratory Services Provided by District

- A. Refer to Section 01 35 10 for specific requirements related to Inspection regulated by the Division of State Architect (DSA).
- B. Auxiliary Services: Contractor shall cooperate with agencies and laboratories performing inspections and tests. Provide auxiliary services as requested. Notify lab or agency in advance of operations requiring tests or inspections, to permit assignment of personnel. Auxiliary services include the following:
 - 1. Access to the Work.

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2. Incidental labor and facilities to assist inspections and tests.
 3. Adequate quantities of samples of materials that require testing, and assisting in taking samples.
 4. Facilities for storage and curing of test samples.
 5. Security and protection of samples and test equipment.
- C. The Contractor explicitly accepts the jurisdiction of this project as a condition of the Contract and agrees to accept and incorporate the results of all actions taken by personnel of this jurisdiction in administering testing and inspection services.
1. Jurisdiction personnel may include direct employees of the jurisdiction or independent inspectors and testing personnel employed either by the jurisdiction or stipulated for inclusion on this project by the jurisdiction.

2.07 Inspection and Testing Laboratory Services Provided by Contractor

- A. Not specifically required as part of this Contract. May be required as part of individual Specification Sections or to achieve specific levels of quality defined elsewhere in this specification.
- B. Duties of Testing Agency: When provided by Contractor, Testing agency shall cooperate with Architect and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.
1. Agency shall notify Architect and Contractor of irregularities or deficiencies observed in the Work during performance of its services.
 2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 3. Agency shall not perform duties of Contractor.
- C. Submittals: Testing agency shall submit a certified written report of each inspection and test to the following:
1. District.
 2. Architect.
 3. Contractor.
 4. Structural Engineer.
 5. Authorities having jurisdiction, when authorities so direct.
- D. Report Data: Reports of each inspection, test, or similar service shall include at least the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making the inspection or test.
 6. Designation of the Work and test method.
 7. Identification of product.
 8. Complete inspection or test data.
 9. Test results and an interpretation of test results.
 10. Ambient conditions at the time of sample taking and testing.
 11. Comments /Professional Opinion Regarding Tested Work
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting or re-inspection.

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- E. Qualifications for Service Agencies: Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.
 - 1. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

2.08 Construction Photographs

- 1. Refer Progress Documentation Section of Division 1.

Part 3. Execution

3.01 Not Used

End of Section

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Temporary Facilities

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.
- B. This section describes construction operations, temporary construction facilities, temporary controls, including

Item	Description
Construction Operations	<ul style="list-style-type: none"> • Field office, communication facilities, toilets • Construction Fencing and Barricades • Construction Caution Signage • Ventilation • Electricity and lighting • Water • Removal of Temporary Facilities

- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 References / Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	<ul style="list-style-type: none"> • Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition"; and NECA Electrical Design Library's "Temporary Electrical Facilities." • Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.
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Part 2. Requirements

2.01 General

- A. Contractor shall provide and maintain such Temporary Facilities to support the work of this Contract.
 - 1. Include facilities necessary to manage the project and support the construction operations
 - 2. Include facilities necessary to maintain operation of the remainder of the building / site for use by the District including temporary utilities, access routes and safety components.

2.02 Field Office, Communication Facilities, Toilets

- A. Location of Field Office shall be determined with Architect prior to the start of construction.
 - 1. Provide full communication capabilities to project Superintendent as defined below.
- B. Contractor shall provide the following capabilities at in at least one site location.
 - 1. Provide minimum work space for review of plans and specifications.
 - 2. Provide a conference table and seating to accommodate Project Meetings.
 - 3. Provide a separated room for use by the Project Inspector.
 - 4. Maintain a minimum of 1 telephone line for voice communications, 1 data line for e-mail. (telephone line and Wifi access will be provided by District)
 - 5. Provide a telephone hand set, computer, scanner and printer
 - 6. Provide posting space for Project Schedules
 - 7. Provide posting space for all required State, Local and Federal publications relating to Labor, Safety and Discrimination.
- C. Provide portable toilets for use by all members of the construction crew.
 - 1. Toilets shall meet all state and local requirements regarding Accessibility, Sanitation and Fixture Count.
 - 2. No Construction Personnel may use student toilets on campus for any purpose.

2.03 Construction Fencing and Barricades

- A. Refer to Security – Safety section of Division 1.

2.04 Construction Caution Signage

- A. Refer to Security – Safety section of Division 1.

2.05 Use of Existing Utilities / Systems

- A. The Contractor may request usage of existing systems, utilities and devices that may remain operational in the Work Zone. Such usage may only be granted by the Architect upon written request.
 - 1. All such systems shall become the responsibility of the Contractor. The Contractor shall provide all maintenance, repairs, required safety inspections and related service, and replacement upon failure.
 - 2. For systems designated for abandonment as part of the project, the Contractor may utilize systems with permission. The Contractor assumes responsibility for these systems until such time as they are taken out of service as part of the Work of this Contract.
 - 3. This stipulation applies to all utilities and systems listed below as well as any not identified herein but for which usage is requested by the Contractor.

2.06 Electricity and Lighting:

- A. Provide service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
 - 1. Contractor may use existing power supplied by District for construction operations provided capacity is adequate to maintain existing District operations. Contractor shall verify capacity.
 - 2. Contractor may use existing power supplied by District for construction trailer.
 - 3. All required connections shall be provided by general contractor and shall meet all applicable building codes.
- B. Maintain lighting and power at all District-occupied spaces during construction at all times. Any planned interruptions in service must be arranged with District at least 48 hours in advance.
 - 1. Refer to Work Restriction section in Division 1 for shutdown requirements. .
- C. Permanent lighting may be used during construction where power is adequate and usage will not adversely affect ongoing District operations of the facility.

2.07 Water

- A. Provide service required for construction operations, with temporary piping as necessary to serve all areas of construction work. Temporary piping shall be installed and assembled so as to prevent leakage or failure during construction operations and after hours.
 - 1. Contractor may use existing water supply for construction operations.
- B. Maintain water to all occupied portions of building throughout construction period. Coordinate temporary water shutdowns with District. Provide minimum 48 hrs. Notice to allow District to notify tenants and users prior to shutdowns.
 - 1. Refer to Work Restriction section in Division 1 for shutdown requirements. .
- C. Coordinate major shutdowns (facility wide) a minimum of (1) week in advance so that occupants may prepare alternate schedules and uses.
 - 1. Refer to Work Restriction section in Division 1 for shutdown requirements. .
- D. Contractor is responsible for provision of all temporary water lines to bypass construction area. Provision shall include tie-in to existing lines, inclusions of any valves necessary for subsequent control, and coordination with water system as designed.

2.08 Fire Protection

- A. Refer to Security – Safety section of Division 1.

2.09 Removal of Temporary Facilities:

- A. Remove temporary facilities and controls before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to District.
 - 1. At the earliest possible time, change over from use of temporary utility services to use of permanent utilities.
- B. Remove Contractor provided Cautionary Signage.
- C. Clean and repair damage caused by installation or use of temporary facilities.

Part 3. Execution

3.01 Not Used

End of Section

Security and Site Safety

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Site Security / Safety	<ul style="list-style-type: none"> • Site Safety • Material Safety • Equipment Safety • Public Safety • Construction Fencing and Barricades • Construction Caution Signage • Security Lighting • Fire Protection • Mandated Security Requirements

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 References / Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	<ul style="list-style-type: none"> • Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition"; and NECA Electrical Design Library's "Temporary Electrical Facilities." • Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.
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Part 2. Requirements

2.01 Site Safety

- A. The Contractor is fully responsible for safety of the Work Zone, Staging Area and all Contractor occupied areas as well as any other areas of the Site occupied by or used for any purposes by the Contractor or Sub-Contractors.
- B. The Contractor shall comply with all local, State and Federal requirements for worker safety.
- C. The Contractor shall maintain written Safety procedures, methods and shall conduct regular Safety briefings throughout the Construction period.

2.02 Material Safety

- A. The Contractor is responsible for the safe storage, handling and dispensation of all materials, products and assemblies associated with the Work of this project.
 - 1. Material storage areas shall be fully isolated from the access by the public by means of Security Fencing.
- B. The Contractor shall maintain copies of all Material Safety Data Sheets (MSDS) on site at all times.

2.03 Equipment Safety

- A. The Contractor is responsible for the safe handling, operation and safety required maintenance of all equipment, tools and machinery associated with the Work of this project.
 - 1. Equipment stored on site shall be fully isolated from the public by means of Security Fencing.

2.04 Public Safety

- A. The Contractor is responsible to protect the Public from harm caused by any aspect of the construction operation.
 - 1. Methods shall include, but not be limited to, fencing, barricades, area closures, signage, announcements, etc.
 - 2. Provide visual screening for all welding operations to ensure that no member of the public can obtain a direct view of the welding arc.
 - 3. Provide barricades for all lifting, craning and other overhead operations, including operations on roofs near occupied areas.
 - 4. Provide pedestrian and traffic control as necessary to restrict access during incidental operations that pose safety risks.
- B. The Contractor shall report recurring violations of fencing and barricades by the public to the District immediately and shall use all reasonable means to remove violators from the Work Zone.
- C. The Contractor shall observe all workers, sub-contractors, suppliers and equipment operators for unsafe behavior and terminate the behavior immediately.
- D. The District maintains a Zero-Tolerance policy for Public Safety Violations and will reserve the right to immediately cease all construction operations if a violation is observed.
 - 1. The District reserves the right to request a safety inspection from the governing authority at any time. Inspection may be requested from Cal-OSHA. If an inspection is requested, the Contractor shall correct any violations and provide the District with certification and clearance.

2.05 Construction Fencing and Barricades

- A. The Contractor is fully responsible for security of the Work Zone, Staging and Parking Areas. These areas will be determined in conjunction with Architect prior to start of construction. The Contractor shall maintain physical security by providing the following:
 - 1. Construction Fencing:
 - (a) Construction fencing shall consist of chain link panels with opaque fabric to block all views of construction activities. Refer documents for locations. (These are located inside the building between areas of student activities and construction activities)
 - (b) Fencing shall be provided as indicated in these documents.
 - (i) *Fencing shall be required between the Parking lot and the school buildings as necessary to prevent access to the Work Zone by the public. Location of contractor parking area to be determined prior to start of construction.*
 - (ii) *Full perimeter fencing is not required. However;*
 - (iii) *Fencing shall be installed as necessary to prevent public entry to construction areas and to protect adjacent areas from damage from construction operations.*
 - (iv) *Contractors shall provide fencing to ensure complete visual and physical separation between students and workers, at both interior & exterior work areas.*
 - (c) Maintenance of the construction fencing is the responsibility of the General Contractor. Contractor shall check the condition of the fencing every day, including weekends and any other days that work is not in progress. Repair any deficiencies found immediately.
 - (d) Include construction fencing as required to isolate storage and staging areas from the public. Refer to drawings for specified staging and parking areas.
 - 2. Provide barriers to separate work areas from areas of partial occupancy. Include dust barriers where required. Coordinate installation of all barriers with District.

2.06 Construction Caution Signage

- A. The Contractor shall post and maintain Caution Signage at all Construction Fences and barricades.
 - 1. Standard Cautionary Signage will be provided by the Contractor. The Contractor will be responsible to post this signage, relocate it when fences are moved and notify the Architect when signage has been damaged or removed.
 - 2. Contractor shall re-install District provided signage when it has been removed or otherwise damaged.
- B. The Contractor shall maintain additional signage, tape, lighting and other markings as required by Cal-OSHA and other State and Federal regulations.

2.07 Security Lighting:

- A. Maintain existing Security Lighting throughout the Work Zone.
- B. Where portions of buildings remain unlocked after hours, provide interior and exterior night lighting at all entries and throughout the interior. Lighting levels shall provide the ability to see persons moving in the building at night.
- C. Provide additional security lighting where walk ways, corridors or other public ways have been altered in any way as a result of construction.
 - 1. This applies to areas where fencing has intruded into existing walk ways and corridors and existing night lighting is not available.

2.08 Fire Protection

- A. Provide temporary fire protection until permanent systems supply fire-protection needs.
 - 1. Provide adequate numbers and types of fire extinguishers. Clearly label the extinguishers. Place within 75 feet of any construction operations. Extinguishers shall have current certification tag attached.
 - 2. Store combustible materials in fire-safe containers in fire-safe locations.
 - 3. Prohibit smoking.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
 - 5. Welding shall comply with CFC Chapter 35 (Hot Work).
- B. Barriers described above shall be maintained and placed so that emergency egress from any buildings under construction or occupied by students and faculty is not hindered.
- C. Maintain minimum 15 ft. wide corridors or passage ways between fencing and occupied buildings where exits occur at occupied buildings.
- D. All construction barriers, material stockpile and equipment shall be placed so as to allow access by Fire Department Vehicles in case of fire.

2.09 Mandated Security Requirements

- A. Refer to the Specific Conditions item 5 for Fingerprinting requirements.
 - 1. The Contractor shall ensure that contact with students at active school sites is limited per the definitions in Division 1.
- B. The District has a strict Tobacco Free policy. All tobacco use, including smoking, chewing or any other means of use is prohibited in any area of the work zone or other District facilities.
 - 1. The District maintains a Zero Tolerance policy regarding Tobacco use. Observation of any such usage may be grounds for work stoppage and termination.
- C. The District maintains a Zero Tolerance policy regarding alcohol and drug use. Observation of any such usage may be grounds for work stoppage and termination.
 - 1. The Contractor shall seek to observe any such use on the part of its employees or those of any supplier or subcontractor present on District property. The Contractor shall report any such observation to local authorities and shall so notify the District.
 - 2. The Contractor shall immediately discipline persons observed to have used alcohol or drugs either on District property or prior to arrival on District property. Discipline may include termination.
- D. All Contractor and subcontractor employees shall wear bright orange construction vests at all times while on job site.

Part 3. Execution

3.01 General

- A. All Site Safety Features shall be in place and operable prior to start of construction.
- B. Ongoing Site / Material and equipment Safety practices shall be instituted at appropriate times as required for any particular construction operation.
- C. Site Safety features, components, practices and documentation are required to be current and applicable in order to facilitate approval of monthly Application for Payment

End of Section

Basic Product Requirements

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Product Requirements	<ul style="list-style-type: none"> • Expectations regarding product selections
B.	Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 General

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and references standards as minimum requirements.
- C. Provide items that are undamaged, and are new at the time of installation.
- D. Provide products and equipment complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- E. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- F. All products shall be shipped and handled so as to protect the interests of the District as regards to Product Warranty and longevity.

2.02 Selection

- A. Select products as follows:
 1. Where these Specifications name only a single product or manufacturer, provide the item indicated. No substitutions will be permitted.
 2. Where these Specifications name 2 or more products or manufacturers, provide 1 of the items indicated. No substitutions will be permitted.
 3. Where products or manufacturers are specified by name, accompanied by the term "or equal," comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.

(a) Refer to Product Substitutions section of Division 1.

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4. Where these Specifications describe a product and list characteristics required, with or without naming a brand or trademark, provide a product that complies with the characteristics and other requirements.
 5. Where these Specifications require compliance with performance requirements, provide products that comply and are recommended in writing by the manufacturer for the application.
 6. Where these Specifications require compliance with codes, regulations, or reference standards, select a product that complies with the codes, regulations, or reference standards.
- B. Unless otherwise indicated, Architect will select color, pattern, and texture of any product from manufacturer's full range of options.
1. Unless otherwise specified, the Architect shall not be limited to "standard" options. Premium colors, textures or other features may be selected based on any such choice offered by the manufacturer.

2.03 Specified Manufacturers

- A. In accordance with California Public Contract Code section 3400, any item listed in this Specification with only one manufacturer has been specified in order to match others currently in use by the District, therefore no equals exist.
- B. Where multiple manufacturers are listed, substitutions of items with the same function, performance and appearance are acceptable in accordance with Division 1 Sections.

2.04 Expectation

- A. It is the expectation of this Contract that all materials specified or implied in the Contract Documents will provide the District with the full service life and performance indicated or implied by the manufacturer.
1. This shall require that all products, materials and assemblies are installed properly and according to industry standard and manufacturer instructions on the first installation.
 2. Re-installation based on rejection of any work related to this product or to substrate products may be grounds for determination that the service life has been reduced and may result in rejection of the product under this paragraph.
- B. It is the expectation of this Contract that no action on the part of the Contractor shall reduce the service life, performance or visual quality of any of the Products specified or implied.
- C. The Architect retains the right to reject any product that appears to have been mishandled or otherwise dispatched such that service life appears to have been reduced.

Part 3. Execution

3.01 Not Used

End of Section

Product Options and Substitutions

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Option Procedures	<ul style="list-style-type: none"> • Identification of Options selected from listed materials and products specified in other Sections of this Specification
Substitution Procedures	<ul style="list-style-type: none"> • Procedures for requesting Substitution of unlisted materials in lieu of materials named in Specification or approved for use in addenda.

- B. *Bidders and selected contractor are required to prove to the Architect, and District that any proposed substitutions are equal to proprietary items specified. If validation is not provided, a substitution will not be approved. Also described below are timelines for submittal and acceptance of substitutions. Meeting these requirements is critical to ensure fairness amongst bidders.*
- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 1.
 1. Catalog Cuts: Provide manufacturers product information for all components required for manufacture and fabrication, including but not limited to the following:
 2. Samples: Provide samples for initial selection purposes in form of manufacturer's color charts, actual units or sections of units, products or assemblies. Provide samples showing full range of colors, textures, and patterns available for each type of material indicated including but not limited to the following:
 3. Shop Drawings: Provide shop drawings showing location of each item, dimensioned plans and elevations, installation components, accessories including but not limited to following:
 4. Product Data: Provide product data for each type of product and process specified in this section and incorporated into items of architectural woodwork during fabrication, finishing, and installation:
 5. Schedule: Provide Schedule defining location, installation, sequence or other information including, but not limited to, the following:

Product List	<ul style="list-style-type: none"> • Within 30 days after award of Contract, submit a complete list of major products which are proposed for installation, with name of manufacturer, trade name, and model.
Catalog Cuts	<ul style="list-style-type: none"> • Per Specification Section describing Options • For all Substitutions
Samples	<ul style="list-style-type: none"> • Per Specification Section describing Options • For all Substitutions
Shop Drawings	<ul style="list-style-type: none"> • Per Specification Section describing Options • For all Substitutions where appropriate or as directed by Architect
Product Data	<ul style="list-style-type: none"> • Per Specification Section describing Options • For all Substitutions
Schedule	<ul style="list-style-type: none"> • Provide Schedule of Submittals within 14 Days after award of contract. <i>THIS IS A REQUIREMENT OF THE CONTRACT. Bidders that do not intend to meet this requirement should not submit a bid.</i>

Part 2. Requirements

2.01 Specified Manufacturers

- A. In accordance with California Public Contract Code section 3400, any item listed in this Specification with only one manufacturer has been specified in order to match others currently in use by the District, therefore no equals exist.
- B. Where multiple manufacturers are listed, substitutions of items with the same function, performance and appearance are acceptable in accordance with Division 1 Sections.

2.02 Contractor's Options:

- A. For products specified only by reference standard, select product meeting referenced standard.
- B. For products specified by naming one or more products or manufacturers, select products of any named manufacturer meeting specifications.
- C. For product or manufacturer which is not specifically named submit request for substitution.
- D. Where terms "or equal", or "approved equal," or similar references are made, submit request for substitution for product or manufacturer not specifically named in specifications.

2.03 Substitutions During Bidding:

- A. During bidding period, Architect will consider formal request from manufacturer's representatives, suppliers, subcontractors and bidding contractors.
- B. Contractors shall base proposals on products and systems specified in Contract Documents or listed by name in addenda. Submit request for substitution in writing at least 7 calendar days prior to submission of bids for a particular portion of work.
- C. Formal requests shall be in writing and shall provide sufficient information for review.
- D. Acceptable substitutions will be listed in addenda.

2.04 Substitutions After Award of Contract

- A. Reasonable and timely requests for substitutions will be considered. Substitutions include changes proposed by the Contractor after award of the Contract, in products and methods of construction required by the Contract Documents.
- B. Within a period of 30 days after award of Contract, Architect will consider formal request for substitutions only from Contractor.
 - 1. After initial period, requests will be considered only when a product becomes unavailable due to no fault of Contractor.
- C. Procedure:
 - 1. Do not submit unapproved substitutions on Shop drawings.
 - 2. Submit 4 copies of each request for product substitution. Identify product to be replaced, provide complete documentation showing compliance of proposed substitution with all specified requirements, and include the following:
 - (a) A full comparison with the specified product.
 - (b) A list of changes to other Work required to accommodate the substitution. Note effect of substitution on other work, products, or if acceptance of substitution could require revision of drawings, details or specifications.
 - (c) Any proposed changes in the Contract Sum or Contract Time should the substitution be accepted. Include accurate cost data comparing proposed substitution with products and amount of net change in Contract price.
 - 3. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.
 - 4. Submit separate request for each product and support each request with product identification with manufacturer's literature and samples where applicable.
- D. Substitutions will not be considered for acceptance when:
 - 1. They are indicated or implied on submittals without a formal request from Contractor.
 - 2. They are requested directly by a subcontractor or supplier.
 - 3. Acceptance will require substantial revision of Contract Documents.
- E. Substitute products shall not be ordered without written acceptance of Architect.
- F. Architect will determine acceptability of proposed substitutions and reserves right to reject proposals due to insufficient information.

2.05 Coordination

- A. Substitutions requested by the Contractor shall constitute a change to the design in which the Contractor assumes responsibility for the design components related to the substitution.
- B. Acceptance of any Substitution proposed by the Contractor shall not imply that responsibility for coordination shall pass to the Architect. Any Substitution proposed by the Contractor shall require that the Contractor has fully reviewed the product in question, its installation and application procedures and its compatibility with related products.
 - 1. The Architect may subsequently reject a Substitution after approval and installation if that substitution results in either failure or reduction in quality of any related material, product or assembly.
 - 2. Rejection for this reason will require that the Contractor revert to the originally specified material, product or assembly and re-install according to the original Contract requirements.

Part 3. Execution

A. Not Used

End of Section

Product Storage and Handling

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Product Handling	<ul style="list-style-type: none"> • Transportation and Handling • Storage and Protection • Shipping and Delivery Limitations • Expectation

- B. *The contractor is responsible for storage and handling of materials. If an item has been delivered and contractor shows that it has been and is in a safe / insured location, the contractor may invoice for those items. A contractor should not assume that there is not space on campus for storage of materials. (do not assume space is available either). Contractor shall contact Architect to determine if materials can be stored on site.*
- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 Transportation and Handling

- A. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
- B. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products to prevent spoiling or damage. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

2.02 Storage and Protection

- A. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
 - 1. Products delivered prior to readiness for either installation or proper storage may be rejected by the Architect.

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- B. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
 - C. Inspect to ensure compliance with the Contract Documents and to ensure items are undamaged and properly protected.
 - D. Store heavy items in a manner that will not endanger supporting construction.
 - E. Store items subject to damage aboveground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.
 - F. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
 - G. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

2.03 Moisture Protection

- A. All materials and products shall be protected from moisture. Moisture includes precipitation, runoff, condensation and atmospheric humidity.
 - 1. Products shall be stored in dry locations and shall be wrapped according to manufacturer's instructions.
 - 2. Contractor shall reject any delivery of products when dry storage space is not available.
- B. Products shall be stored in interior locations where feasible.
 - 1. When interior locations are exposed to the weather, due to open walls, doors or windows, such spaces shall be considered exterior spaces for purposes of this Section.
- C. Products exposed to moisture may be rejected without further testing.
 - 1. Products exhibiting any signs of moisture, such as staining, dampness, mold; may be rejected without further testing.
- D. Contractor shall adjust storage methods for seasonal changes in site conditions.
 - 1. Contractor shall provide additional protection in winter months.
 - 2. Building interiors that are not weather tight shall be considered exterior spaces in winter months.
- E. If any portion of the building or any products are exposed to moisture, the District may require testing for damage and mold growth. Cost of testing, as well as any required mitigation shall be the responsibility of the Contractor.

2.04 Expectation

- A. It is the expectation of this Contract that all materials specified or implied in the Contract Documents will provide the District with the full service life and performance indicated or implied by the manufacturer.
- B. It is the expectation of this Contract that no action on the part of the Contractor shall reduce the service life, performance or visual quality of any of the Products specified or implied.
- C. The Architect retains the right to reject any product that appears to have been mishandled or otherwise dispatched such that service life appears to have been reduced.

Part 3. Execution

3.01 Shipping and Delivery Limitations

- A. All products and materials shall be received by the Contractor at the Work Zone or at the Contractor's private facilities.
 - 1. No products may be received by the School Site or the District.
 - 2. Suppliers shall be instructed NOT to make deliveries or delivery inquiries at the School Office or District Office unless explicitly instructed to do so by the Architect.

End of Section

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Preparation

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Field Engineering	<ul style="list-style-type: none"> Construction Layout Topographic Controls Ongoing Horizontal and Vertical Control
Protection of Adjacent Construction	<ul style="list-style-type: none"> Existing Construction Protection and Isolation Landscape Protection
Existing Utility Location	<ul style="list-style-type: none"> Provide locator service and marking of all existing site utilities.

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Quality Assurance

- A. Provide the following per Division 1

Item	Description
Supervision	<ul style="list-style-type: none"> Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Workers	<ul style="list-style-type: none"> General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project. Provide staff and equipment as required to adequately assess and control all layout and dimensions. Provide staff adequately trained and experienced in surveying and topographic assessment. Provide staff qualified to locate underground utilities.

Product Acceptance	<ul style="list-style-type: none"> General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation.
Substrate Acceptance	<ul style="list-style-type: none"> General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item.
Structural calculations	<ul style="list-style-type: none"> Provide structural calculations as required to meet California Building Code. Calculations shall be by a Structural Engineer licensed in the state of California. Fabrication drawings shall be stamped by a California Licensed Structural Engineer.

Part 2. Requirements

2.01 Field Engineering

- A. All Field Engineering shall utilize the full breadth of the Contract Documents as dimensional resource for establishing layout and dimensional requirements.
- B. Field Engineering activities shall include coordination and verification of dimensional requirements throughout the document set and across the documents prepared by the various design disciplines.
- C. Establishment of base points
 1. Locate building / site layout base point and clearly mark in the field.
 2. Provide semi-permanent monument to be utilized for duration of construction
- D. Site layout and controls
 1. Provide all layout, dimension control and datum location as required to translate the design intentions of the documents to the actual site layout.
 2. Provide semi-permanent monuments for all established lines and levels as required to control construction of the building and installations of site utilities.
- E. Topographic controls
 1. Provide all vertical controls for grading, excavation, utility installation and building construction.
 2. Include all controls for underground utilities.
- F. Ongoing horizontal controls
 1. Provide ongoing horizontal controls for all building layout and dimension control not readily established by routine construction methods.
 2. Maintain all building gridlines and layout points for access by all trades as necessary for the completion of their work

2.02 Protection

- A. Provide all necessary covering, shielding, screening required to protect adjacent construction from damage during the work of this contract.
 1. Refer to Security and Safety section of Division 1.
- B. Provide all fencing and barricades required to prevent materials and labor forces from damaging existing site and interior areas during construction.
 1. Refer to Security and Safety section of Division 1.

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- C. Provide dust control measures to prevent both exterior and interior construction dust from penetrating adjacent interior areas or from contaminating exterior areas.
 - 1. Dust control shall include, but not be limited to:
 - (a) Tarps and coverings
 - (b) Sealing of exterior openings
 - (c) Restricted work hours for specific tasks.
 - (d) Temporary ventilation by means of openings or mechanical ventilation.
 - (e) Other means as necessary to prevent dust from affecting areas outside the Work Zone.
 - D. Protect existing landscaping from damage during construction. (at areas that may be effected due to deliveries)
 - 1. Provide barriers, tree fencing and temporary irrigation where necessary.
 - 2. Coordinate all site operations with regard for existing landscaping.
 - 3. Remove plants and turf materials where necessary and stockpile for future replacement.
 - (a) Removal and storage of plant materials shall be directed by the Architect and shall be done in such a manner as to ensure survival.
 - 4. Protect existing storm water catchment and sewer system from erosion and runoff from construction operations by means of sand bags, silt fencing, or filter fabrics as may be most effective.

2.03 Utility Location and Marking

- A. Contractor shall provide for location of all existing site utilities.
 - 1. Employ a locator service to locate and identify underground utilities by any means necessary.
 - 2. Provide USA service as necessary for utilities belonging to other entities that may occur in the work zone or be affected by the Work of this project.
 - 3. Provide physical location via sensing equipment, excavation or other means to locate utilities.
- B. Architect may be able to provide drawings of existing facilities upon written request.
 - 1. Existing drawings shall not be relied upon for accuracy of utility location. They are schematic in nature and have not been verified by field investigation unless explicitly indicated.
 - 2. Contractor is responsible for locating all utilities as part of this contract. Reliance on the existing drawings shall not constitute adequate provision of location services.
 - 3. Damage to existing utilities based on failure to adequately locate and mark utilities shall be the responsibility of the Contractor.
 - 4. Damage to existing facilities by the Contractor in areas not in the scope of the contract shall be the responsibility of the Contractor.

Part 3. Execution

- A. Not Used

End of Section

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Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Examination and Preparation	<ul style="list-style-type: none">• Management of Construction Sequence• Acceptance of Substrate
Cutting and Patching	<ul style="list-style-type: none">• All incidental cutting and patching
Installation	<ul style="list-style-type: none">• Installation coordination, sequencing and verification
Systems Connection	<ul style="list-style-type: none">• Connection of all new or modified utilities and systems to existing
Field Verification	<ul style="list-style-type: none">• Dimensional and locational management

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 Examination and Preparation

- A. Contractor is responsible for examining all areas, surfaces, existing and new construction prior to the installation of any subsequent construction or materials to determine whether these areas are ready to receive subsequent construction.
 - 1. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Do not proceed with installation until unsatisfactory conditions have been corrected.
 - 2. Installation of work over any substrate by any personnel represents acceptance of that substrate by the trade installing over substrate.
 - 3. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, the application of fillers and primers.
- B. Contractor is responsible to insure that all construction sequences occur over areas that have been completed and are physically capable of accepting subsequent construction.

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- C. Contractor is required to insure that all fabricators, installers and labor forces prepare work in proper sequence and method to achieve completed work of quality and durability intended by the Contract Documents.
 - D. Contractor is responsible for scheduling and obtaining approval from Project Inspector for work that will be covered by subsequent construction.

2.02 Coordination

- A. Contractor shall provide full coordination with Architect for District installed or provided items
 - 1. Scheduling of District Performed Tasks
 - (a) Contractor shall include these District performed tasks in contract schedule so that District can mobilize and complete work when needed in order to not hinder Contractor's schedule.
 - (b) Contractor shall notify Architect two (2) weeks prior to work required by District. For installations requiring longer lead time, contractor shall provide adequate notification to allow ordering of materials.
- B. Contractor is responsible for coordination of the physical location of components provided and installed by various trades.
 - 1. Coordination shall be based on the understanding of each trade of the requirements for clearances, access, and functional characteristics of other items. Installation by any trade shall in no way limit the functional performance of any other item.
- C. Contractor shall insure that installation locations of trade items do not conflict with the items of other trades and do not prevent the installation of items from other trades as required by these documents.
- D. Contractor is responsible for the relocation and re-installation of any item installed without regard for the subsequent installation of work by another trade.
- E. For conflicts based on conflicts in these documents, the Contractor shall notify the Architect requesting resolution. For all other conflicts based on erroneous installation by a trade, the Contractor shall take corrective action so as not to delay the progress of the Work at no additional cost.

2.03 Cutting and Patching

- A. Contractor is responsible for all incidental aspects of the Work which may require cutting and patching but which do not specifically appear elsewhere in the Documents.
- B. Contractor shall provide all incidental or required cutting and patching of materials, assemblies and components not covered explicitly or implicitly in other Sections of this Specification.
- C. Where incidental cutting and patching is required for the installation of a specific item or piece of equipment (including piping, ductwork, conduit, etc.), all such cutting and patching is considered to be specified as a part of the Section requiring the cutting and patching.
- D. Contractor is responsible for all incidental repairs that may be required as part of normal or deficient construction operations not covered elsewhere in these Specifications.
- E. Where the work requires that a particular existing building element such as a ceiling, partition, wall, floor, door, window, or similar element of existing building construction be removed, it may be covered in Demolition sections of this Specification.

2.04 Protection

- A. Provide all necessary covering, shielding, screening required to protect adjacent construction from damage during the work of this contract.
 - 1. Refer to Security & Safety section of Division 1.
- B. Provide all fencing and barricades required to prevent materials and labor forces from damaging existing site and interior areas during construction.
 - 1. Refer to Security & Safety section of Division 1.
- C. Provide dust control measures to prevent both exterior and interior construction dust from penetrating adjacent interior areas or from contaminating exterior areas.
 - 1. Dust control shall include, but not be limited to:
 - (a) Watering
 - (b) Tarps and coverings
 - (c) Sealing of exterior openings
 - (d) Restricted work hours for specific tasks.
 - (e) Other means as necessary to prevent dust from affecting areas outside the Work Zone.
- D. Protect existing landscaping from damage during construction.
 - 1. Provide barriers, tree fencing and temporary irrigation where necessary.
 - 2. Coordinate all site operations with regard for existing landscaping.
 - 3. Remove plants and turf materials where necessary and stockpile for future replacement.
 - (a) Removal and storage of plant materials shall be directed by the Architect and shall be done in such a manner as to ensure survival.
 - 4. The Contractor is responsible for executing all such work whether or not it is specified in the appropriate Section.

2.05 Cutting and Removal

- A. Contractor shall verify and check all areas to be cut and patched and shall coordinate the work of the various trades involved.
- B. Where existing resilient flooring, ceramic tile, and other similar adhesive or thin-set applied finishes are required, or where substrate will remain exposed, all adhesives, mortars, fasteners, etc., shall be ground, stoned, sanded, or removed to the extent that no ridges, lumps, or other protrusions will telegraph through surface of new finish or be apparent when the substrate is left exposed.
- C. Where doubt exists as to the size, location, or method of cutting concrete or any other structural element, Contractor shall contact Architect before proceeding.
- D. Do not cut structural members without prior written approval of Architect.

2.06 Patching and Repairing

- A. Unless specifically designated otherwise, existing work, cut, altered, or revised to accommodate new work, shall be patched to duplicate undisturbed adjacent finishes, colors, textures & profiles; new work in existing portions shall also be finished to match adjacent existing work unless noted otherwise.
- B. Where alteration or construction work disturbs existing adjacent finishes, replace with like finish matching appearance, quality, and performance.
- C. Should any existing finish to be matched be "out-of-production" or otherwise unavailable material, obtain Architect's specific approval of any substitution.

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- D. Provide all primers, sealers, underlayment, supports, backing, blocking, furring, suspension systems, etc., required for any purpose in patching existing work.
 - E. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.
 - F. Patch closures at former openings of fixtures, etc., match adjacent finish, profiles of undisturbed work.
 - G. Finish painting in patched areas shall not present a spotty appearance. Carry finish over complete surface plane in each instance.
 - H. Except where size of patch or fill requires use of concrete mix, do all patching of concrete slab surfaces with epoxy/sand patching mortar or latex based patching and leveling compounds.
 - I. Patch all holes and voids in existing plaster surfaces where such surfaces are to be exposed in the finished work, where necessary to provide a proper surface for application of new finish materials and/or where necessary to maintain required fire ratings.

2.07 Installation

- A. Contractor is responsible for proper installation of all materials, systems, equipment and components.
- B. Contractor shall provide adequate inspection, observation, supervision and management as necessary to insure that all such components are installed properly and per manufacturers' instructions.
- C. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- D. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.
- E. Routing and Location
 - 1. All components shall be located per drawings and specifications.
 - 2. Where location is not clearly indicated, Contractor shall specifically coordinate location with Architect.
 - 3. Contractor shall review the following for specific location coordination when not explicitly shown on the drawings:
 - (a) Surface mounted conduits, raceways and other electrical equipment
 - (b) Surface mounted communications and data equipment.
 - (c) Location of boxes, outlets, connections and terminals
 - (d) Location of panels, controllers and enunciators
 - 4. All routing is intended to occur in the least visibly offensive location (as determined by the Architect, not the Contractor). Routing of raceways shall occur in corners, niches, behind cabinets and any other place where it will not stand out.
 - (a) The Contractor will be required to remove any raceway, conduit or related appurtenance that is mounted across the middle of a wall for no other reason than convenience for the installer.
- F. Removal of Existing Equipment

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1. Where existing equipment is being replaced by new equipment, remove all abandoned equipment, raceways, conduits and related boxes and attachments.
 2. Repair surfaces where equipment was removed.
- G. All new and modified systems, utilities and components shall be fully tied into existing systems and shall be fully operational at the time of Substantial Completion.
1. Contractor is responsible for full connection of communications, data, and energy management, signal and clock systems.
 2. Contractor shall coordinate the work of this project to ensure that necessary raceways, routing and building penetrations occur to make successful connections of all systems to other buildings or utility locations.
- H. Contractor shall insure that all materials, products and assemblies are installed according to the following:
1. True, level, plumb and securely attached.
 2. Properly aligned with substrate, adjacent construction and related products and assemblies.
 3. Flush aligned with adjacent materials where indicated.
 4. Materials, products and assemblies shall not be installed damaged, warped, deflected, distorted, bent, dented, scratched, smudged, fingerprinted, smeared, binding, jammed, twisted, crammed, forced, loose, hanging, off-kilter, etc. unless specifically instructed to do so by this Specification or by the Architect.

2.08 Field Verification

- A. Contractor is responsible to achieve all dimensional and location intentions represented anywhere in the Contract Documents. Contractor shall provide adequate observation and supervision to ensure that all installers and labor forces adhere to location requirements shown in the documents.
- B. Continually check and compare dimensions at the site with those shown on the Drawings. Immediately bring discrepancies to the attention of the Architect in writing.
- C. Mark on shop drawings, prior to submission to the Architect, all relevant field dimensions and note any conflicts with the submitted material.

Part 3. Execution

- A. Not Used

End of Section

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Cleaning

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Progress Cleaning	<ul style="list-style-type: none"> • General Cleaning • Specific Product and Assembly Cleaning
Final Cleaning	<ul style="list-style-type: none"> • Final Cleaning and Preparation for Occupancy
Site Maintenance	<ul style="list-style-type: none"> • Ongoing Site Maintenance • Maintenance of Partially Completed Site Systems

- B. *The Contractor is responsible for keeping the jobsite clean and organized. A clean and organized jobsite is a component of a safe jobsite. As a public school facility, it is imperative that job debris be kept hidden from public view. Daily cleaning of the job site is a requirement. Schedule or coordination issues is not an adequate excuse for disregarding these requirements.*
- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 Progress Cleaning

- A. Provide materials and labor as necessary to maintain the site and existing buildings in a neat and orderly manner.
 - 1. Remove trash from Work Zone perimeters on a daily basis.
 - 2. Remove trash from entire Work Zone on a weekly basis.
- B. Provide cleaning of all adjacent site and building areas where ongoing construction operations have caused dust or debris to fall on them.
 - 1. Clean up of debris occurring outside the Work Zone shall occur immediately.
 - 2. Debris remaining for more than 24 hours may be removed by the District and the expense shall be back charged to the Contractor.

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- C. Provide for any incidental cleaning that may be required as the result of specific construction operations causing dust or debris to locate in occupied areas of the site or adjacent buildings.

- 1. Contractor shall provide weekly inspection of adjacent site areas for dust and debris.

2.02 Final Cleaning

- A. Provide materials and labor as necessary to complete final cleaning in preparation for Substantial Completion and Final Completion. Final Cleaning shall include all surfaces and assemblies and shall leave the facility, site and adjacent buildings and all areas affected by construction operations in any way clean and ready for use by the District.

- 1. All areas of the Work Zone shall appear as new.

- B. Mechanical System shall be operated prior to Final Cleaning for a period of time sufficient for construction dust to be fully removed from the system.

- 1. Min 24 hours

2.03 Site Maintenance

- A. Where Site Amenities and Landscaping exist within the work zone and these amenities or landscaping are intended to remain after the completion of construction, the Contractor shall provide materials and labor as necessary to maintain such items in clean and working conditions.
- B. Landscaping shall be maintained, watered, fertilized if necessary, to insure healthy and continued life after completion of construction.
- C. Contractor shall provide temporary watering and fertilization as necessary.
- D. Contractor shall coordinate with the District regarding specific requirements, access to water and specific materials.

Part 3. Execution

3.01 General Cleaning

- A. Follow the recommendation of the manufacturer of the materials and items to be cleaned for all cleaning, polishing, and treatment materials and supplies.
 - 1. Do not use chemicals or cleaners that will damage any surface, finish, or component in any assembly.
 - 2. Damage as a result of cleaning will be the sole responsibility of the Contractor.
- B. Cleaning methods for proprietary materials shall be in strict accordance with manufacturer's instructions. Cleaning solutions, agents, solvents, waxes, or other materials shall be only as approved by manufacturer of the material installed in the work.
- C. Materials for cleaning existing construction shall be approved in writing by the District.

3.02 Site Cleaning

- A. Remove all construction equipment from site.
- B. Remove all remaining demolition materials from site.
- C. Remove all construction debris from site.
- D. The Contractor shall also clean any areas adjacent to the work zone in which dust or debris has been tracked by building users and employees as a result of inadequate daily cleaning procedures by the Contractor.

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1. Daily procedures shall be utilized to prevent the spread of dirt throughout the building. The District will fully exercise all rights under this provision to ensure adequate clean-up.

3.03 Dust Control

- A. Maintain dust control during entire project duration.
 1. Provide site watering during excavation and grading
 2. Provide site watering during cleanup and seeping activities.
 3. Provide tarps and other enclosures around areas of the work that will generated high levels of dust.
 4. Provide plastic enclosure of rooms, windows, doors where dust may carry to other parts of the school site.
- B. Maintain dust control during final cleaning. Ensure that exterior clean-up operations, including street sweeping, do not contaminate interior spaces, both existing and new.
 1. Provide specific measures to ensure that existing draperies remain free of construction dust.
- C. After final cleaning, all existing landscaping shall be washed with clean water to remove surface dust from leaves.

3.04 Repairs

- A. Repair all building components damaged as a result of construction operations.
 1. Repair damage to any new or existing cabinetry, woodwork and interior finishes
 2. Repair all surfaces where temporary attachments occurred, such as shoring or temporary barricades. Repairs shall be appropriate to the material damaged and the extent of the damage.
 3. The Architect retains the right to reject any repair method not adequate to return the subject material or surface to its original condition.

3.05 Site Maintenance

- A. Provide temporary irrigation for existing landscaping to remain located within the work zone.
 1. Provide coordination with the District to acquire and apply any necessary fertilizers, supplements to insure continued health of plant material.
 2. Provide barricades as necessary to protect trees and vegetation.
 3. Provide any necessary erosion control measures to prevent the occurrence of silt in the storm water system and to minimize physical damage to existing site grading.

End of Section

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Contract Close-Out Procedures

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Closeout Procedures	<ul style="list-style-type: none"> • Substantial completion • Final completion • Final cleaning • Systems demonstration

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

Part 2. Requirements

2.01 Substantial Completion

- A. Contractor shall be responsible to achieve Substantial Completion per the terms of the Contract regarding time. Substantial completion shall be considered based on beneficial occupancy by the Owner and shall require that the Owner can occupy and utilize the facilities. Beneficial occupancy means that all items required by the contract documents are completed. Owner may occupy the space but this does not necessarily denote "Beneficial" occupancy.
- B. When Contractor considers the Work to be Substantially Complete, he shall notify the Architect per the requirements of Part 3.
- C. The Architect shall determine if the Work is Substantially Complete based on detailed Review per Part 3 and shall notify the Contractor.
- D. Should Architect determine Work is not Substantially Complete, Contractor will be promptly notified in writing, giving reasons. Contractor shall pay for time and direct expenses of District representative and Architect where more than two substantial completion inspections are required. Note that this includes PI time.
- E. When Architect determines the Work is Substantially Complete, a Certificate of Substantial Completion will be prepared in accordance with General Conditions. This shall represent the effective completion date of the Work for Contract purposes.

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- F. Substantial Completion shall include provision of all documents, certifications, tests, manuals and warranties required for Beneficial Occupancy of the project.

2.02 Final Completion

- A. Final Completion shall represent the termination of the contract and cessation of active work under the contract, except for Commissioning, Warranty and claims work that may occur.
- B. Final Completion shall occur only after:
1. Work has been inspected for compliance with Contract Documents.
 2. Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
 3. Equipment and systems have been tested in presence of Owner's representative and are operational.
 4. Work is complete and ready for Final Inspection.
 5. Required documents have been submitted, including those required by surety, governing agencies and any other provision of the Contract Documents.
- C. When Architect finds Work is acceptable and final submittal is complete, a final Change Order will be issued reflecting approved adjustments to Contract sum not previously made by Change Order.

Part 3. Execution

3.01 Closeout Sequence

- A. The following describes the sequence of events that comprise project closeout procedures:

1	Request For Substantial Completion	Submitted by Contractor to Architect Include list of outstanding items requiring completion.
2	Preliminary Review of Substantial Completion	Determination by Architect as to the readiness of the Work for Substantial Completion Inspection (punch list).
3	Pre-Substantial Completion Tasks	Cleaning Submittal of Record Documents
4	Substantial Completion Review (Punch List)	Detailed review of Work by Architect and publication of Punch List defining all remaining Project requirements.
5	Completion / Correction Period	Completion of all Work listed in Punch List
6	Substantial Completion	Certificate Issued upon successful completion of Punch list. Transfer of Responsibilities to Owner Completion date established for purposes of tracking Liquidated Damages, For start of Warranty period.

7	Preparation for Final Review	Correction of all deficiencies listed on Certificate of Substantial Completion. Final Cleaning Request for Final Inspection submitted to Architect by Contractor.
8	Final Inspection	Final Inspection to determine completion of all Contract requirements.
9	Final Completion	Notices Unconditional Release Consent of Surety Recording of Documents DSA Documentation
10	Final Payment Application	Application Processing Payment
11	Post Construction	Maintenance Periods Warranty Monitoring

3.02 Request for Substantial Completion

- A. The Contractor shall submit to the Architect a written request for Certification of Substantial Completion. Included as Request For Readiness in the Appendix.
 - 1. Request shall include a list of all outstanding items requiring completion or correction as determined by the Contractor as well as anticipated completion dates for those items.

3.03 Determination by Architect

- A. The Architect shall review the level of completion of the Work to determine if the Work is ready for Substantial Completion Review.
 - 1. Review shall be based on the contents of the request for Readiness, the Architect's direct knowledge of the progress of the work and any necessary Reviews that may be required.
- B. The Architect shall make one of the following determinations. Either finding shall not constitute Substantial Completion for Contract purposes
 - 1. The work appears to be ready for the Substantial Completion Review (Punch List). Architect will issue Notice of Readiness to Contractor.
 - 2. The work does not appear to be ready for the Substantial Completion Inspection. Architect will not issue notice of Readiness. (Request for Readiness will be returned)
- C. Punch list will be developed subsequent to Architect's issuance of Notice of Readiness.
- D. The Architect will prepare a Punch List for use by the Contractor
 - 1. The Punch List will include general and specific items that will require completion or correction.
 - 2. Upon Completion of all Punch List items Contractor will notify Architect and request final review. More than 2 additional reviews required by Architect will be charged to the Contractor at a rate of \$250.00 per hour.

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- E. Upon verification that all but minor punch list items have been completed, Architect will issue a Certificate of Substantial completion. This signifies the end of Liquidated Damages if they apply and signifies the start of the Warranty period.

3.04 Pre-Substantial Completion Tasks

- A. Cleaning
 - 1. Execute cleaning prior to Substantial Completion. Refer to Section 01 74 00
- B. Project Record Documents
 - 1. Submit Project Record documents to the Architect for review and certifications. Refer to Section 01 78 00 Closeout Submittals.
- C. Systems Demonstration
 - 1. Refer to Technical Specifications
 - 2. Prior to Substantial Completion Inspection, demonstrate operation of each system to Architect and Owner.
 - 3. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using operation and maintenance data as basis of instruction.
 - 4. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel.
 - 5. Include a detailed review of the following:
 - (a) Startup and shutdown.
 - (b) Emergency operations and safety procedures.
 - (c) Noise and vibration adjustments.
 - (d) Maintenance manuals.
 - (e) Spare parts, tools, and materials.
 - (f) Lubricants and fuels.
 - (g) Identification systems.
 - (h) Control sequences.
 - (i) Hazards.
 - (j) Warranties and bonds.

3.05 Substantial Completion Review (Punch List)

- A. If the Architect determines that the Work is ready for Substantial Completion Review, the Substantial Completion Review shall be performed to identify all remaining items.
- B. Publication of Punch List for immediate correction.
- C. Request Substantial Completion Review once the following are complete:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra stock, and similar items.
 - 4. Changeover locks and transmit keys to Owner.
 - 5. Complete startup testing of systems and instruction of operation and maintenance personnel.
 - 6. Remove temporary facilities and controls.
 - 7. Complete final cleanup.
 - 8. Touch up, repair, and restore marred, exposed finishes.
 - 9. Obtain final inspections from authorities having jurisdiction.
 - 10. Obtain certificate of occupancy.

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- D. Upon receipt of a request for review, Architect will proceed with review (see NOR above) or advise Contractor of unfilled requirements.
 - E. Architect will conduct Substantial Completion Review (Punch List)
 - F. The purpose of the review will be to record all remaining deficiencies.
 - 1. There will be no negotiations at the Review. All disagreement regarding quality, completeness or scope will be in writing.
 - G. The Architect will prepare a written draft version of the Punch List for review by the Contractor and Owner.
 - 1. The Owner and Contractor may request amendment to the Punch List in writing.
 - 2. If amendments are approved by the Architect, the Architect will issue the final Punch List.
 - H. Upon receipt of the final Punch List, the Contractor shall submit a schedule for completion of the remaining items.

3.06 Substantial Completion

- A. Architect will prepare the Certificate of Substantial Completion after Final Review and acceptance.
 - 1. Miscellaneous items that remain to be completed or repaired will be attached as a list to the Certificate of Substantial Completion.
- B. If punch list is not adequately complete, Architect will advise Contractor of items that must be completed or corrected before the Certificate of Substantial Completion will be issued.

3.07 Preparation for Final Inspection

- A. Correction of Deficiencies
 - 1. The Contractor shall correct all remaining deficiencies and perform all remedial work according to the Punch List and the requirements of the Contract Documents.
- B. Final Cleaning
 - 1. Perform Final Cleaning. Refer Section 01 74 00
- C. Conduct final cleaning of all installed or constructed components, all site areas. Include removal of all construction debris.
- D. Assemble remaining close out documents and deliver to Architect.
- E. All work shall be clean and ready for use upon completion.
- F. Damages And Restorations
 - 1. Damage to material and finishes caused by movement of equipment or other operations shall be restored or replaced as specified or directed by the Architect at no additional cost to the Owner.
 - 2. Restoration shall be equal to the original work, and finishes shall match the appearance of existing adjacent work.
- G. Remedial Work
 - 1. Any remedial work necessary due to faulty workmanship or materials will be replaced by the Contractor at no cost to the Owner. Work will be done at such time and in such manner so as not to cause any interruption or inconvenience to Owner's operations.

3.08 Final Inspection

- A. Request inspection for certification of final acceptance and final payment, once the following are complete:
 - 1. Submit final payment request with conditional waivers and supporting documentation. Include insurance certificates.
 - 2. Submit a copy of the List attached to the Certificate of Substantial Completion stating that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
 - 4. Submit consent of surety to final payment.
- B. Architect will re-review the Project upon receipt of notice that the Work has been completed.
 - 1. On completion of re-review, Architect will prepare a certificate of final payment. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

3.09 Post Construction

- A. Maintenance Period
 - 1. Initiate maintenance periods that have not already been initiated.
 - 2. Contractor shall coordinate 11 month warranty walk for review and acceptance by District and Architect.
 - 3. Contractor shall make all corrections required based on warranty walk prior to and as a condition of release of Bonding obligations.

End of Section

Closeout Submittals

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 1, General Requirements, apply to the work specified in this section.
- B. Parts 1, 2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
Closeout Submittals	<ul style="list-style-type: none"> • The following is a minimum list of Closeout Submittals and may not include all items listed in other specification sections. • Final Site Survey • Maintenance Contracts • Maintenance and Operation Data • Maintenance Materials • Product Bonds • Warranties • Project Record Documents (As-Built)
Preparation	<ul style="list-style-type: none"> • Binding, assembly and presentation of all submittals

- B. *Final payments will not be made to contractor until all Closeout Submittals have been provided and approved. Cession of construction tasks does not necessarily mean that the project is complete.*
- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 1.

Final Site Survey	• Bound in Project Binder
Maintenance Contracts	• Bound in Project Binder

Maint. and Operations Data	• Bound in Project Binder
Maintenance Materials	• Per Specification Section and actual Product / Systems Maintenance and Operations Instructions
Product Bonds	• Bound in Project Binder
	•
Product Warranties	• Bound in Project Binder
Project Record Documents	• Hand or Digital Documents as specified below

Part 2. Requirements

2.01 Typical Submittal

- A. At Contract close-out submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.
- B. Provide Documents in fully bound, transportable form ready for use by Owner.
 - 1. Submit three sets of all required documents listed above prior to final inspection, bound in 8-1/2" x 11" three-ring binders with durable plastic covers.
 - 2. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers.
- C. Binding shall be satisfactory to withstand extended use over the expected life of the project for which they were assembled.

2.02 Final Site Survey

- A. Not Required

2.03 Maintenance Contracts

- A. Provide any required maintenance contracts

2.04 Maintenance and Operations Data

- A. Provide Data for:
 - 1. Electrical equipment and controls
 - 2. Mechanical Equipment and controls
 - 3. Fire Alarm components
 - 4. Signal and communications components
 - 5. Contractor supplied machinery and equipment
 - 6. Contractor supplied accessories
- B. Provide Maintenance and Operations Instructions for all systems, assemblies, components and installations.
 - 1. List of equipment and parts lists
 - 2. Operating and maintenance instructions
 - 3. Shop drawings and product data

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- C. Provide Emergency instructions.
 - D. Provide Spare parts list.
 - E. Provide Copies of warranties.
 - F. Provide Wiring diagrams.

2.05 Material and Finish Data

- A. Provide data for primary materials and finishes, including:
 - 1. Trade names, model or type numbers
 - 2. Cleaning instructions
 - 3. Product data
 - 4. Safety and hazard data

2.06 Maintenance Materials

- A. Provide Surplus Materials
- B. Provide Spare Parts
- C. Provide Special Tools and Proprietary Equipment
- D. Provide Software and Documentation

2.07 Product Bonds

- A. Provide any Product Bonds specified elsewhere in this Specification.

2.08 Warranties

- A. Warranties shall be provided per the terms of the Contract for all labor and material provided or installed by the Contractor.
 - 1. Submittal: Provide duplicate copies, on Contractor and Manufacturer's letterhead.
 - (a) Assemble General Contractor Warranty, all subcontractor warranties and all product, equipment and system warranties.
 - (b) Assemble documents executed by subcontractors, installers, suppliers, and manufacturers.
 - (c) Provide table of contents
 - (d) Bind warranty information in 3-hole binders with durable plastic covers. Arrange in order of coverage, from general to specific.
 - 2. Submit final warranties prior to final application for payment.
- B. Statutory Warranty shall be documented by the Contractor and all Sub-Contractors in writing.
- C. Warranties shall provide the following minimum protections to the Owner:
 - 1. Protect Owner against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.
 - 2. Provide for removal and replacement work which is damaged as result of failure, or which must be removed and replaced to provide access for correction of other warranted work.

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3. After correction, reinstatement of warranty for corrected work to date of original warranty expiration, but not less than half original warranty period.
 4. Replacement or restoration of failing warranted items without regard to anticipated useful service lives.
- D. Warranty Form shall not detract from or confuse interpretations of Contract Documents.
1. Warranty shall be countersigned by manufacturer.
 2. Where specified, warranty shall be countersigned by subcontractor and installer.

2.09 Project Record Documents (As-Built)

- A. The Contractor shall provide a complete set of Record Drawings and Specifications that clearly show all differences between the contract work as drawn and as installed. This includes all work, concealed or unconcealed. All work added to the contract which is not shown on the Contract Drawings shall be included also. Incorporate all clarification sketches into record documents. The Record Specifications shall include all addenda.
- B. Concealed Work shall be defined as work installed in the slab or in an area that cannot be readily inspected by use of access panels, inspection plates, or other removable features.
- C. Prepare Final Record Drawings for submittal to the Architect.
1. Refer Progress Documentation Section of Division 1.
- D. Before a final payment is authorized, the Contractor shall certify that all changes in the work are included in the Record Drawings and Specifications.
- E. Architectural consultants shall review all changes in the documents and provide the Owner with a complete set of reproducible drawings before final payment is authorized.

Part 3. Execution

- A. Not Used.

End of Section