

# **PROJECT MANUAL**

**BID NUMBER: 22219.00-40**

**Roosevelt Elementary School Modernization**

**BAKERSFIELD CITY SCHOOL DISTRICT**

**June 7, 2024**

**TABLE OF CONTENTS****Procurement and Contracting Requirements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 01	Project Title Page
	00 01 10	Table of Contents
	00 01 20	List of Schedules

**Solicitation**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 11 16	Notice to Bidders

**Instructions for Procurement**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 21 13	Instructions to Bidders
	00 21 13.1	Work Scope Summaries
	RES-01	General Construction
	RES-02	Acoustical Ceilings
	RES-03	Ceramic Tile
	RES-04	Plumbing
	RES-05	HVAC
	RES-06	Electrical, Low Voltage & Fire Alarm

**Available Information**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 31 19	Existing Conditions

**Procurement Forms and Supplements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 41 13	Bid Form and Proposal
	00 43 13	Bid Bond
	00 43 36	Designated Subcontractors List
	00 45 01	Site Visit Certification
	00 45 19	Non-Collusion Declaration
	00 45 19.01	Iran Contracting Act Certification
	00 45 26	Workers' Compensation Certification
	00 45 46.01	Prevailing Wage and Related Labor Requirements Certification
	00 45 46.02	Disabled Veteran Business Enterprise Participation Certification
	00 45 46.03	Drug-Free Workplace Certification
	00 45 46.04	Tobacco-Free Environment Certification
	00 45 46.05	Hazardous Materials Certification
	00 45 46.06	Lead-Based Materials Certification
	00 45 46.07	Imported Materials Certification
	00 45 46.08	Criminal Background Investigation/Fingerprinting Certification

	[RESERVED]
00 45 46.10	Roofing Project Certification
00 45 46.11	Federal Debarment Certification
00 45 46.12	Federal Byrd Anti-Lobbying Certification
00 45 49	Registered Subcontractors List
00 45 90	Post Bid Interview

### **Contracting Forms and Supplements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 51 00	Notice of Award
	00 52 13	Agreement Form – Stipulated Sum (Single-Prime Contract)
	00 55 00	Notice to Proceed
	00 56 00	Escrow Bid Documentation
	00 57 00	Escrow Agreement in Lieu of Retention

### **Project Forms**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 61 13.13	Performance Bond
	00 61 13.16	Payment Bond
	00 63 40	Allowance Expenditure Directive Form
	00 63 47	Daily Force Account Report
	00 63 57	Proposed Change Order Form
	00 63 63	Change Order Form
	00 65 19.26	Agreement and Release of Any and All Claims
	00 65 36	Guarantee Form

### **Conditions of the Contract**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 72 13	General Conditions – Stipulated Sum (Single-Prime Contract)
	00 73 13	Special Conditions
	00 73 56	Hazardous Materials Procedures and Requirements

DOCUMENT 00 01 20

**LIST OF SCHEDULES**

SCHEDULES

END OF DOCUMENT



[illegible]

**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing board ("Board") of the Bakersfield City School District ("District") will receive sealed bids for the following project, Bid No. **22219.00-40**, for multiple prime bid packages ("Project" or "Contract"):

**Roosevelt Elementary School Modernization**

2. The Project consists of:

The Work consists of general alterations to existing buildings A, B, C, D & E, including but not limited to, interior demolition of non-bearing walls, fire alarm, lighting, plumbing, HVAC, ceiling finishes, etc., as required for the installation of all non-bearing walls, fire alarm, plumbing, HVAC, roofing, ceilings, lighting, interior finishes, doors and hardware, etc.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

#RES-01,	General Construction (B)	#RES-04,	Plumbing (C-36)
#RES-02,	Acoustical Ceilings (C-02)	#RES-05,	HVAC (C-20)
#RES-03,	Ceramic Tile (C-54)	#RES-06,	Electrical, Low Voltage & Fire Alarm (C-10)

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after **June 7, 2024** for review at the District Maintenance, Operation & Transportation Office, and may be downloaded from the District's website, using the following link:  
<http://mot.bcsd.com/Construction%20Consultants/22219.00-40%20Roosevelt%20Elementary%20School%20Modernization/>

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

- A. Kern County Builders Exchange (661) 324-4921
  - B. Construction Bidboard (Ebidboard) (800) 479-5314
  - C. Dodge Data & Analytics (877) 784-9556
  - D. Tulare & Kings Counties Builders Exchange (559) 732-4568
6. Contract Documents are also available for purchase at Blueprint Service Co., 1100 18<sup>th</sup> Street, Bakersfield, CA 93301 (661) 327-2501.
  7. Sealed bids will be received until **3:00 p.m., July 16, 2024** at the District Office, 1300 Baker Street, Bakersfield, California 93305 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be

nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

8. This Project **requires** prequalification pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at [www.qualitybidders.com](http://www.qualitybidders.com). A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Bakersfield City School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
11. **A voluntary pre-bid conference and site visit** will be held on **June 26, 2024 at 10:30 a.m.** at Roosevelt Elementary School located at 2324 Verde Street, Bakersfield, CA 93304. The site visit is expected to take approximately one (1) hour. Although the pre-bid conference and site visit is non-mandatory, prospective bidders are encouraged to attend. Prospective bidders must familiarize themselves with the project site prior to bid.
12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
14. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
15. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.
16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and

subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

17. The Contractor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.
18. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding.
19. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.
20. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

**INSTRUCTIONS TO BIDDERS**

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Bakersfield City School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

**Roosevelt Elementary School Modernization**

2. The District will utilize a multiple prime contractor delivery method to complete Project construction. The District will award separate prime contracts for the scopes of Work necessary to complete the Project. The Contractors awarded a Contract will be required to work at the Project Site that is shared by other Contractors, and to coordinate their Bid Package work with the work of the other Bid Package. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.

Multiple Prime Bid Package Breakdown:

#RES-01,	General Construction (B)	#RES-04,	Plumbing (C-36)
#RES-02,	Acoustical Ceilings (C-02)	#RES-05,	HVAC (C-20)
#RES-03,	Ceramic Tile (C-54)	#RES-06,	Electrical, Low Voltage & Fire Alarm (C-10)

3. This Project **requires** prequalification pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at [www.qualitybidders.com](http://www.qualitybidders.com). A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
  - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

- b. Bids must be submitted to the District Office by date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
- 5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
- 6. Bids will be opened at or after the time indicated for receipt of bids.
- 7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
- 8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
- 9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
- 10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form, or other security.
  - b. Designated Subcontractors List.
  - c. Site Visit Certification, if a site visit was required.
  - d. Non-Collusion Declaration.
  - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
  - f. Federal Debarment Certification.
  - g. Federal Byrd Anti-Lobbying Certification, if contract value is \$100,000 or more.
- 11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.

12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
  - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
  - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
    - (1) The subcontractor is registered prior to the bid opening.
    - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
    - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.

17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>. Federal wage determinations are available at <https://sam.gov/content/wage-determinations>.

Since the Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists with a state requirement, the more stringent provision shall control.

18. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid. Submit forms within four (4) days after Notice of Award.
19. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
- a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers



necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
  - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
  - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is

District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
  - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
  - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
- 20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
  - a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
  - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

- c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
  - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
- 21. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
  - 22. All questions about the meaning or intent of the Contract Documents are to be directed via email to the Construction Management team, Fonder-Salari, Inc.: Adam Wentworth ([adam.wentworth@fonder-salari.com](mailto:adam.wentworth@fonder-salari.com)), James Albin ([james.albin@fonder-salari.com](mailto:james.albin@fonder-salari.com)), Amin Salari ([amin.salari@fonder-salari.com](mailto:amin.salari@fonder-salari.com)), Alisha Fonder ([alisha.fonder@fonder-salari.com](mailto:alisha.fonder@fonder-salari.com)). Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at <http://mot.bcsd.com/Construction%20Consultants/22219.00-40%20Roosevelt%20Elementary%20School%20Modernization/>. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  - 23. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
  - 24. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
  - 25. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
  - 26. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
  - 27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
  - 28. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the

authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

29. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
  - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
  - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
    - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
    - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
      - (i) The subcontractor is registered prior to the bid opening.
      - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
      - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
  - d. The protest must include the name, address and telephone number of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest.

Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

30. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.
  - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - c. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Insurance Certificates and Endorsements as required.
  - e. Workers' Compensation Certification.
  - f. Prevailing Wage and Related Labor Requirements Certification.
  - g. Disabled Veteran Business Enterprise Participation Certification.
  - h. Drug-Free Workplace Certification.
  - i. Tobacco-Free Environment Certification.
  - j. Hazardous Materials Certification.
  - k. Lead-Based Materials Certification.
  - l. Imported Materials Certification, if applicable.
  - m. Criminal Background Investigation/Fingerprinting Certification.
  - n. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor, if applicable.
  - o. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers, submitted within 10 days after notice to proceed.
31. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with

reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

- b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
  - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
  - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
32. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
33. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
34. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

35. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

END OF DOCUMENT

**WORK SCOPE SUMMARIES BY BID PACKAGE**

**Bid Package #RES-01, General Construction**

**Bid Package #RES-02, Acoustical Ceilings**

**Bid Package #RES-03, Ceramic Tile**

**Bid Package #RES-04, Plumbing**

**Bid Package #RES-05, HVAC**

**Bid Package #RES-06, Electrical, Low Voltage & Fire Alarm**



**00 21 13.1 WORK SCOPE SUMMARY**  
**BID PACKAGE #RES-01, GENERAL CONSTRUCTION**

Provide all construction included in the specifications listed below, work described by the drawings, work defined in the General and Supplementary conditions, work defined in the Division 1/General Requirements, and work defined in the bidding and Contract Document project requirements. All such work is specifically included in the scope of work of this Prime Contractor.

<b><u>DIVISION 02 – EXISTING CONDITIONS</u></b>	<b><u>DIVISION 09 – FINISHES</u></b>
02 42 00 Minor Demolition for Remodeling	09 21 00 Lathing and Plastering
02 82 00 Removal of Asbestos-Containing Roofing Materials	09 25 13 Exterior Plaster Finishing System
02 82 13 Asbestos Abatement	09 26 00 Veneer Plaster
02 82 14 Asbestos Abatement Standard Forms	09 30 00 Tile Work*
02 83 33 Renovation with Lead Paint	09 53 23 Acoustic Tile*
<b><u>DIVISION 03 – CONCRETE</u></b>	09 65 16 Resilient Flooring and Rubber Topset Base
03 10 00 Concrete Work	09 91 00 Painting
03 21 00 Reinforcing Steel	<b><u>DIVISION 10 – SPECIALTIES</u></b>
<b><u>DIVISION 05 – METALS</u></b>	10 11 13.10 Chalkboards and Tackboards (M.D.F.)
05 52 13 Pipe Handrails	10 14 19 Signs
<b><u>DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES</u></b>	10 21 13.16 Solid Plastic Toilet and Shower Stalls
06 10 00 Rough Carpentry	10 28 13 Toilet and Bath Accessories
06 20 00 Finish Carpentry	
06 22 00.02 Millwork and Cabinets	<b><u>DIVISION 22 – PLUMBING*</u></b>
<b><u>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</u></b>	<b><u>DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING*</u></b>
07 21 00 Insulation	<b><u>DIVISION 26 – ELECTRICAL*</u></b>
07 57 00.03 Sprayed Polyurethane Roofing System	<b><u>DIVISION 27 – COMMUNICATIONS*</u></b>
07 91 00 Caulking and Sealants*	<b><u>DIVISION 28 – ELECTRONIC SAFETY AND SECURITY*</u></b>
<b><u>DIVISION 08 – OPENINGS</u></b>	<b><u>DIVISION 31 – EARTHWORK</u></b>
08 11 10 Metal Doors and Frames	31 20 00 Earthwork*
08 14 20 Wood Doors	<b><u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u></b>
08 41 13 Aluminum Entrances and Storefronts	32 05 13.01 Termite Control
08 71 00 Finish Hardware	32 05 13.02 Vegetation Control
08 81 00 Glass and Glazing	32 13 13 Concrete Paving
	32 31 13.03 Chain Link Fences and Gates
	*Incidental to this scope of work

Hereinafter all references made to the Prime Contractor will mean the contractor bidding this Bid Package unless noted otherwise. The term "Provide" shall mean all labor, materials and equipment necessary for the complete furnishing and installation of specified item(s) or work.

As further clarification, Prime Contractor shall be responsible for the following:

**GENERAL TASKS (APPLICABLE TO ALL PRIME CONTRACTORS):**

1. Prime Contractor must hold all of the appropriate license classifications required or hold at least one of the required licenses and subcontract with the remaining appropriately licensed contractor(s) to meet the qualification requirements.
2. Fully plan and coordinate all work (i.e. work sequence, locations, embedded work, dimensions, layout, elevations, framing, finishes, connections, penetrations, safety, startup, and testing, etc.) with all other Prime

Contractors prior to performing own work.

3. Prime Contractor is responsible for providing all lift equipment, cranes, forklifts, scaffolding, and other equipment as needed to accomplish the work of this Bid Package based on the site conditions at the time of work or installation of items.
4. This Prime Contractor shall provide an information update on a bi-weekly basis to the Construction Manager for use in updating the project Construction Progress Schedule that includes at a minimum; identification of each stage or task of the work specific to this Bid Package, status progress on current work activities and critical path milestone dates, status of outstanding shop drawings and submittals, status of fabrication and related work, status of material procurement (delivery lead time and dates), and identification of the manpower anticipated for all current and upcoming work activities.
5. Prime Contractor shall utilize Procore construction management software for all applicable tasks, including but not limited to: submittals, RFIs, change orders, daily logs, inspection requests, meetings, correspondence, and all other project documentation and communication. Prime Contractor shall ensure that all its employees and subcontractors are properly trained and equipped to use Procore for the duration of the project.
6. The Prime Contractor understands that it is imperative that work be completed in accordance with the bid schedule or as the work becomes available to them, whichever comes first. The Construction Manager will try to better the bid schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Prime Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical path work durations do not change. The Prime Contractor agrees to pursue the work accordingly as directed by the Construction Manager. Perform any necessary work "out of sequence" to satisfy unique situations or for proper installation of work under this Bid Package.
7. This Prime Contractor shall include fully staffed and capable crews working simultaneously on separate areas of the project as necessary to maintain the project schedule, especially while performing critical path activities.
8. The Prime Contractor shall take whatever means required to ensure certain critical elements of work that must be completed during a specific timeframe or project phase, do indeed meet the contract specified dates. It will be the Prime Contractor's responsibility to closely evaluate the bid schedule, prepare submittals and procure long lead items in order to accomplish this work. The Prime Contractor shall include all expediting and extra shipping/delivery costs associated with assuring the critical milestone dates are achieved. If any procurement issues prevent the Prime Contractor from successfully meeting any milestone dates shown in the bid schedule, the Prime Contractor must notify the Construction Manager in writing within 10 days of the Notice to Proceed. Furthermore, the Prime Contractor shall incorporate into their bid price any extended work weeks, multiple shifts and/or overtime costs to meet the critical milestone dates.
9. The activity work durations shown in the Bid Schedule represent the time needed to perform direct tasks or work only. All time needed for associated or supporting activities required prior to the start of actual work is not considered as part of the durations shown. This includes, but is not limited to pre-installation conferences, site review, layout/field measurement, mockups, RFI clarification, mobilization, material procurement, delivery and staging, scaffolding or shoring, architect/inspector review, coordination of materials, shop drawings or submittals review and trade coordination meetings. This Prime Contractor is required to make site visit(s) a minimum of 2 weeks in advance of scheduled activity (or earlier if needed) and review & implement management of the project tasks as needed to complete the above-referenced tasks so that the project schedule is not impacted, and all durations can be met.
10. Furnish all labor, material, services, equipment, and specific safety measures including but not limited to task safety fencing, trench plates, signage, scaffolding, barricades, shoring, traffic control, safety devices, services or skilled supervision necessary for all work applicable to this Prime Contractor's scope of work.
11. Supply power cords, adapters, etc. as necessary to complete the work of this bid package in a timely manner and in accordance with the construction schedule. Furnish power for welders and any special equipment needing voltage greater than 120V as it pertains to this Bid Package.
12. Electrical Contractor in accordance with the latest CAL OSHA Safety Orders will provide temporary lighting for building access. This Prime Contractor is responsible for providing task lighting as required to facilitate and complete the work of this Bid Package in a timely manner and in accordance with the current Construction Schedule.
13. Be responsible for arranging all inspections required in this Bid Package. Prime Contractor to provide any lift

equipment or other apparatus required for the Inspector to safely perform inspection.

14. No signs or advertising of any kind will be permitted on or about the Site.
15. Prime Contractor shall comply with the site logistics plan developed by the Construction Manager, in coordination with all other Prime Contractors, that indicates areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations etc.
16. This Prime Contractor shall remove all waste materials, rubbish, and mud attributable to the work of this Bid Package to an appropriate disposal location on the jobsite throughout the duration of the project. Broom cleaning and minor trash removal shall be performed each working day. A weekly cleaning shall be performed every Friday including at a minimum a broom cleaning and the removal of waste materials from all areas of work where installation was performed during that work week. If the Prime Contractor fails to perform progress cleaning or does not maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon 48 hours written notice (or 24 hours written notice if the debris constitutes a safety hazard) the District or Construction Manager may clean up on behalf of the Prime Contractor and at the Prime Contractor's expense with the cost back-charged via credit Change Order. If it cannot be determined who the responsible Prime Contractor is, the costs shall be shared by the Prime Contractors actively working on the Project as determined at the sole discretion of the Construction Manager.
17. Bid Package #RES-01, will provide the initial installation and maintenance of all erosion control devices, if applicable, and as adjusted to accommodate the course of construction. All Prime Contractor shall abide by all SWPPS, if applicable, erosion and sediment control, storm water quality management and BMP's as indicated in various areas of the Contract Documents. Protect all installed erosion control and other devices at all times during construction activities. This Prime Contract to remove, stockpile/safeguard and replace erosion control items or installations as required to accommodate specific work tasks or activity. All stockpiles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil. Any cost associated with the damage to erosion control devices or non-compliance with these measures shall be charged back to the Prime Contractor.
18. Prime Contractor to comply with latest provisions of CalGreen Construction Waste Reduction, Disposal and Recycling plan which outlines a 65% recycling requirement. This plan requires all Prime Contractors to separate, sort and dispose of all waste material in the District supplied recycling containers. Recycling shall include but is not limited to items such as paper & cardboard, plastic, glass, aluminum, concrete, lumber, drywall, insulation, roofing paper, metal conduits, sheet metal, and heavy steel. Prime Contractor shall make every effort to break down mixed or combined materials so that they can be separated into material specific recycling containers. General trash containers shall be supplied by the District, however use of general trash containers shall be minimized and must be approved in advance by the Construction Manager in order to maintain the 95% project diversion goal for the project. Any costs associated with the failure to meet with the required Waste Management Plan, or failure to sort and place items in the correct containers, shall be charged back to the Prime Contractor.
19. Each Prime Contractor is responsible to perform weekly jobsite safety inspections of working areas along with a written report of all items that are inspected & notated. Each Prime Contractors shall conduct weekly jobsite safety meetings with all direct employees and any subcontractors that are working onsite and require sign in sheets. Copies of the inspection reports and safety meeting notes/sign in sheets which shall be provided to the Construction Manager on a weekly basis. All Prime Contractors are required to address any safety hazards brought up to their attention by the Construction Manager within 24 hours from the time of receiving of safety notification. Each Prime Contractor is required to notify the Construction Manager of any medium or high-risk activity that is/or will be occurring on a weekly basis.
20. Prime contractor is responsible to secure all materials related to this bid package timely. Any supply chain delays due to pandemic will be considered non compensable.
21. Provide Bluebeam updated as-builts updated on a monthly basis once work activities for each trade commences. Deviations from the original design will need to be delineated on the Bluebeam as-builts. These as-builts are to be reviewed and signed off by the IOR and CM at the end of each month. At project closeout, provide a full-size electronic PDF as-built set for the Owner.

#### **GENERAL CONSTRUCTION:**

22. Acquire all required permits in accordance with Cal-OSHA Title 8, California Code of Regulations, §§341 and 341.1. If required by the regulations, the permits shall be project specific. Prime Contractor shall comply with all Cal-OSHA safety requirements (PPE, Trenching and Excavation, Operation of Heavy Equipment, Etc.)
23. This Prime Contractor is responsible for performing demolition and abatement work in accordance with Contract Documents.
24. During the course of construction, provide temporary roof and wall protection for demolition of existing work and installation of new HVAC units. This contractor is responsible for protecting existing facilities and structures from water intrusion resulting from these activities. Coordinate with other trades to modify temporary roof protection installations as needed for installation of new work. This contractor will be responsible for any damage to existing facilities resulting from water intrusion. The contractor is fully responsible for furnishing all the materials required for temporary waterproofing and storm protection.
25. Provide temporary protection for door openings after demolition and until installation of new doors for the purpose of protecting interior existing and new work. Include installation of temporary doors if door lead time is significant.
26. The project will be performed in phases. Prime Contractor to comply with the phasing of the work and to consider multiple mobilizations and demobilizations for the entire scope of work.
27. This Contractor is responsible to submit notification of HazMat abatement to the AQMD and all required agencies the day after Notice of Award.
28. This Prime Contractor shall demolish and remove from the site all items as indicated to be removed or demolished in the Contract Documents.
29. Note that demolition Keynote 205 on floor plans refers to an existing acoustical tile ceiling attached to stripping above the suspended acoustical ceiling.
30. Perform selective demolition of all locations where work performed by other trades requires removal of existing work for new work to occur. Refer to plans for locations that may not be specifically identified on demolition plans. This Contractor is responsible to provide all demolition and abatement necessary for new work to be installed. Coordinate locations with other trades. Provide demolition and removal of work necessary for patching work to be performed in accordance with the Contract Documents.
31. The Plumbing contractor will perform safe-off / shut-off and initial disconnection of domestic hot and cold water, gas, irrigation, fire water, sewer, and hydronic systems if applicable prior to the start of building demolition. This Bid Package to coordinate with the Plumbing Contractor and Site Clearing, Earthwork and Grading Contractor to demolish and dispose of all plumbing related items to be removed and of those to remain. Plumbing Contractor to identify plumbing items that remain on their full size as-builts and include, at a minimum, depth, pipe size and distance from a fixed, above ground, location.
32. Separate recyclable demolished materials from other demolished materials to the maximum extent possible and transport to recycling facilities.
33. If applicable, this Prime Contractor is responsible to coordinate with other trades and utility companies the shut off of utilities serving the building prior to start of building/site demolition. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.
34. Follow instructions and perform abatement work as indicated in the construction documents.
35. This Prime Contractor is responsible for notifying the workers on site of the existence of asbestos and lead containing materials prior and during demolition and removal of debris from the site.
36. This Prime Contractor is responsible to inventory and record the condition of items to be removed and salvaged and to carefully remove those items and store on Owner's premises where indicated.
  - a) All new exit signs and egress/emergency lighting

- b) Any doors and hardware in good condition
- c) Circuit breakers that can be re-used
- d) Restroom fixtures and /or toilets in good condition that can be re-used
- e) All automated external defibrillators (AEDs)
- f) Any doors or hardware locksmith that can be re-used
- g) Window blinds
- h) Ceiling-mounted air purifier system
- i) Projectors and smartboards
- j) Marker boards
- k) Wireless access points (APs)
- l) Security alarm devices (motion detectors, sensors, control panels)
- m) Cameras (security or other types)

- 37. This Prime Contractor is responsible to protect existing building facilities, structures, existing site improvements, appurtenances, and landscaping to remain during demolition operations. Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- 38. Provide protection for existing flooring to remain during the course of construction. This prime contractor is responsible for repairing any damages to existing flooring resulting from lack of protection.
- 39. Protect construction indicated to remain against damage and soiling during demolition, walls windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- 40. Promptly repair damage to adjacent construction caused by demolition operations. Patch to restore surface to original or better condition and extend restoration into adjoining conditions in a manner that eliminates evidence of patching and refinishing.
- 41. Maintain utility services indicated to remain and protect them against damage during demolition operations.
- 42. Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during removal of debris operations. Provide flag men as needed during this operation.
- 43. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- 44. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
- 45. This Prime Contractor is required to perform surveys as the work progresses to detect hazards that may result from building demolition activities.
- 46. Remove ductwork, A/C units, diffusers, controls, thermostats and related wiring in coordination with Mechanical Contractor for proper safe-off of those elements.
- 47. Electrical Prime Contractor will safe-off all electrical fixtures. This Prime Contractor to remove and dispose all fixtures and equipment that will not be re-used.
- 48. It is this Contractor's responsibility to provide an onsite Foreman familiar with the project during the demolition work.
- 49. It is this Contractor's responsibility to remove and properly dispose all debris resulting from the demolition work.

50. Provide dust and noise control during demolition and removal of debris operations.
51. This bid package is responsible for providing demolition bins and haul off of all waste. In addition to waste disposal provided under this work scope, provide waste bins for use by other contractors. Provide waste disposal in accordance with Section 01 80 00. Provide construction waste management plan in accordance with the specifications, including all documentation and reporting required by Section 01 80 00. Provide coordination with other trades to ensure compliance.
52. This Prime Contractor is responsible for implementing and maintaining dust control during all times while executing activities under this scope of work.
53. This Prime Contractor is responsible for locating underground utilities prior to demolition.
54. This contractor is responsible for hauling off all debris and building demolition materials including hazmat. Provide disposal containment as required for proper disposal of all demolished materials including hazardous materials. Dispose of hazardous materials to an approved facility and provide manifest to District for their records. This Bid Package is also responsible for separating materials into dumpster roll-offs for recycling.
55. Provide all concrete work including concrete paving, curb/slab patch, curb infills, stem wall patch, utility trench concrete patch for interior and exterior work, mow strips, and utility pads. Include scarification and fine grading of existing subgrade. Include all reinforcement, dowelling, epoxy, AGG base, compaction, control joint, expansion joints, sealants,
56. Coordinate with the Construction Manager, Architect, Project Inspector and Owner's soils engineer for all required tests, inspections or reviews per the contract documents, project soils report and subgrade compaction testing prior to placing concrete. Incorporate time necessary for inspections so there is no impact to the project schedule.
57. Provide a concrete wash out station for use throughout the project at location directed by the Construction Manager.
58. Coordinate with all other prime contractors and install all embeds and sleeves necessary to complete their scope of work. Construct plywood templates as required for proper bolt/embed placement and alignment. Protect all embeds during and after concrete placement.
59. Include all pumping of concrete as required by accessibility, current updated progress construction schedule, and job site conditions.
60. Provide all Rebar required for penetrations/openings for all Contractors. All anchor bolts and hold-down bolts shall be provided by this Bid Package.
61. Any flatwork or sidewalk finishing that abuts to existing areas is to match the finish of the adjacent concrete surfaces.
62. Ensure all exposed rebar is capped at all times. Remobilize to replace any missing caps if notified by Construction Manager within 24 hours.
63. Include preparation/submission of all paperwork, haul route maps etc. if required by the local municipality. Provide flagmen to accompany trucks and equipment when crossing campus in the presence of students and/or vehicular traffic.
64. Provide all rough and finish carpentry associated with project including, but not limited to new wall framing, wall infills, modifications/frame-outs for new work, roof framing and infills, blocking, and backing. Include non-shrink grout under sill plates. Coordinate locations of rough carpentry required for installation of work by others with contractors responsible for installation of those items. Include all steel members and hardware required for a complete rough carpentry installation. Provide framing reinforcing for holes and notching in plates and studs, including holes and notching required for the installation of work by others. Include any temporary shoring or bracing needed for structural framing.

65. Provide all rough carpentry required for the installation of HVAC curbs.
66. Provide all casework, cabinetry and counter tops including but not limited to all associated shelves, filler panels, closet poles & shelves, shelf hooks, cabinetry glass/glazing, brackets, and finish hardware. Provide, complete in place, all "WIC" items indicated.
67. Coordinate with electrical contractor for electrical and low voltage work that is located within or integrates with casework and cabinetry.
68. Provide all cut-outs for fixtures (plumbing, electrical, computer, etc.) to be installed in casework by other contractors. Coordinate cut-out templates and requirements with other trades. Further, provide access panels and chase ways for the installation and future servicing by other trades such as plumbing, HVAC, electrical, computer, telephone.
69. Immediately following installation of countertops, this Contractor shall furnish and install continuous cardboard protection on all horizontal surfaces and maintain protection until such a time final acceptance by Owner is obtained. It is this Contractors responsibility to remove cardboard and provide final cleaning as directed by the Construction Manager.
70. Provide all cabinet locks and keying. Label and turn over all keys to the construction manager. Do not leave any keys left in locks/items on the jobsite.
71. Provide building insulation including but not limited to under deck insulation, wall insulation interior or exterior, batt thermal, sound attenuation insulation, acoustical barriers, sealants & caulking, vapor barriers, stick pins, wire lace, staples, fire-safing at all areas except electrical, mechanical and plumbing penetrations, above ceiling insulation, etc. including all necessary attachments.
72. Provide any fill-ins and removal/replacement of insulation as required due to mechanical, electrical work and drywall work or repairs.
73. Provide all polyurethane foam roofing patching as indicated and as specified.
74. Provide all doors, frames, hardware, access control and related accessories (including louvers or vents, if located in doors) in accordance with the door schedule, approved submittals and Contract Documents. Inspect and confirm in writing to the Construction Manager the proper installation of all door frames prior to drywall or plaster installation. Verify that all gaps around the door do not exceed allowable tolerances. Install all clips, supports, anchors, fasteners and other accessories.
75. Doors and frames may not be available for installation all in one mobilization. Provide multiple mobilizations based on sequencing of work in the field and phasing per the project schedule.
76. Bondo, grind and prep and prime all dimple holes in hollow metal frames as required. Level of finish shall be 'paint ready'.
77. This Prime Contractor is responsible to grout all door frames.
78. Install temporary construction keyed alike cylinders/cores at all locations. Temporary cylinder/cores remain the supplier's property. Provide 3 construction keys to District/Construction Manager as stated in the specifications. Remove at substantial completion and install permanent cylinders/cores in District's presence. Demonstrate that construction key no longer operates.
79. Protection of any installed doors is by this bid package utilizing a combination of ram boards and plastic. Contractor shall maintain door protection to prevent trade damage. This contractor to remove protection as directed by construction management or owner.
80. Provide temporary hasps at all restroom doors during finish work (tile, plumbing finish, electrical work, etc.). This contractor to remove hasps as directed by construction management. Repair any damages incurred from the temporary hasps.
81. Include a separate mobilization to inspect all new and existing doors and hardware after air balance has

been completed for each phase of the project schedule. Adjust new and existing closers if necessary, ensure that doors do not bind, and verify that all hardware at each location is complete and properly installed. Include any final adjustments/repairs that may be needed and repair any damaged items.

82. Provide complete storefront assemblies, windows, glazing for door sidelights/transoms and all other glass and glazing.
83. Provide all clips, supports, anchors, fasteners and other accessories required for attachment of items in this Bid Package. Provide all metal or wood blocking, shims or spacers required for installation of items in this bid package.
84. Provide all field water and air leak testing if applicable for work provided under this scope.
85. Provide all carpet tile, carpet tile patching, resilient flooring and rubber topset base, reducer strips, flooring accessories , and transition strips. Match existing where indicated.
86. Provide all floor preparation at floors and walls to receive finishes specified in this bid package including but not limited to filling, grinding or bushing of concrete or plywood substrates. Remove any residual paint on the concrete prior to installation of flooring.
87. It is the responsibility of this Bid Package to examine the tolerances indicated in the concrete specifications as well as tolerances indicated in specifications listed for this bid package and provide all floor preparation required achieve the tolerances to complete the work of this bid package including but not limited to all floating, filling, grinding or bushing. Include all leveling of subfloors as needed to complete the installation of work under this Bid Package.
88. All flooring shall be installed tight to vertical surfaces. Where drywall is raised off of the floor, tile shall extend under and butt tightly against framing.
89. It is understood that the HVAC system may not be operational at the time that this work is being performed. Provide space heaters and/or fans to ventilate areas receiving finishes as required. Provide Climate controlled storage of all materials prior to installation.
90. Vacuum and clean all installed surfaces after completion of work including removing excess glues. Provide protection film at primary traffic areas on installed flooring as directed by the Construction Manager. This will be done immediately following installation.
91. Some minor areas of flooring may not be able to be completed due to the later installation of some items. Installation of remaining flooring shall be completed after those areas are ready.
92. Provide all gypsum board, taping, mud and accessories, trim, screws, stapes, joint tape and compounds and texture finish for walls, ceilings, and soffits.
93. Provide all plaster patch-back and infills at all locations where existing work is removed at plaster walls and at locations where other trades penetrate plaster walls, including any patch works resulting by conduit penetrations and installation of new fire alarm system. Plaster finish to match existing.
94. Provide all veneer plaster work as specified.
95. Provide all plaster finishing systems as specified.
96. Provide interior and exterior painting. Include painting of all exposed MEP trade work. Plaster patches to match existing. Interior painting shall include but not be limited to walls, ceilings, and soffits. Include painting walls from corner to corner where painting occurs. Provide final painting of any surface after other trades have completed their work, including minor repair work to correct minor surface blemishes.
97. Prepare all surfaces for scope in this package per the project plans and specifications including but not limited to scraping, sanding, putty, washing, priming, and back priming. Where rust or scale is present, it shall be cleaned prior to painting.



98. Provide all vinyl covered tackable wallboard (VCTWB). Provide cut-outs for work installed by this and other trades.
99. Provide all interior and exterior caulking, fireproofing, and joint sealants. Caulking and sealing shall include backer rods as required at wider joints/gaps, acoustical caulking as indicated, caulking between walls and other building components, whether of similar or dissimilar materials, caulking at top and bottom of walls as indicated in wall type details, caulking around doors & window frames, and caulking between walls/ceilings and finished accessories such as panels, access doors, vents/registers, elevator controls & sills etc.
100. It is understood that the HVAC system may not be operational at the time that this work is being performed. Provide space heaters and/or fans to ventilate areas receiving finishes as required.
101. Prior to painting, all accessories, hardware, switch/receptacle plates, light fixtures, etc. shall be protected or removed and safely stored by this Contractor. All items to be re-installed by this Contractor after painting is completed. Contractor to be responsible for replacing missing/damaged items not reinstalled after painting is completed. Some areas or items (conduit, supports, access doors, brackets, or other accessories) may not be installed until after the majority of the painting in those areas has been completed. Painting of these areas/items shall be done after the time of installation.
102. Provide, complete in place, all items specified under Division 10, including fire extinguishers and cabinets, signage, solid plastic toilet stalls and screens, toilet and bath accessories, and chalkboards and tackboards. Provide relocation of existing toilet and bath accessories where indicated.
103. Provide pipe handrails, complete in place. Include wall and concrete patching resulting from installation.
104. Provide all new concrete and asphalt paving as indicated on the plans and as needed for patching of new utility trench work by others. Refer to electrical plans for locations of trench work. Patching to occur in multiple mobilizations and will be dictated by project phasing.
105. Provide all termite and vegetation control as specified.
106. Provide all turf patching as indicated. Include temporary modifications to existing irrigation system to allow for existing irrigation system to remain functional while utility work is performed and permanent repairs and replacement of existing irrigation to return system to same condition as prior to work. Turf patching shall be new sod to match existing turf. Include any amendments necessary and hand watering necessary to establish new turf.
107. Provide all chain link fencing and gate installations.
108. Provide all caulking & sealing, expansion joints, flashings, edge metals, clips, supports, anchors, closures, fasteners and other appurtenances or accessories required for items in this Bid Package.

#### **ALLOWANCES:**

1. Provide an allowance for a stipulated sum/price of \$80,000.00 as set forth in the Bid Form and Proposal. This Allowance shall be utilized only with written approval by the District and is not to be used to fulfill obligations under this contract. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding, and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.
  - a) This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. This allowance shall be included in the Base Bid.

#### **EXCLUSIONS:**

- Sawcut, demolition, excavation, backfill and compaction of new utility trenches for M/E/P trades.
- Removal of spoils resulting from trenches related to M/E/P trades.

**00 21 13.1 WORK SCOPE SUMMARY**  
**BID PACKAGE #RES-02, ACOUSTICAL CEILINGS**

Provide all construction included in the specifications listed below, work described by the drawings, work defined in the General and Supplementary conditions, work defined in the Division 1/General Requirements, and work defined in the bidding and Contract Document project requirements. All such work is specifically included in the scope of work of this Prime Contractor.

<b><u>DIVISION 06 – WOOD, PLASTICS, &amp; COMPOSITES</u></b>	<b><u>DIVISION 22 – PLUMBING*</u></b>
06 10 00 Rough Carpentry*	<b><u>DIVISION 23 – HVAC*</u></b>
	<b><u>DIVISION 26 – ELECTRICAL*</u></b>
<b><u>DIVISION 09 – FINISHES</u></b>	<b><u>DIVISION 27 – COMMUNICATIONS*</u></b>
09 53 23 Acoustic Tile	<b><u>DIVISION 28 – ELECTRONIC SAFETY &amp; SECURITY*</u></b>
	*Incidental to this scope of work

Hereinafter all references made to the Prime Contractor will mean the contractor bidding this Bid Package unless noted otherwise. The term "Provide" shall mean all labor, materials and equipment necessary for the complete furnishing and installation of specified item(s) or work.

As further clarification, Prime Contractor shall be responsible for the following:

**GENERAL TASKS (APPLICABLE TO ALL PRIME CONTRACTORS)**

1. Prime Contractor must hold all of the appropriate license classifications required or hold at least one of the required licenses and subcontract with the remaining appropriately licensed contractor(s) to meet the qualification requirements.
2. Fully plan and coordinate all work (i.e. work sequence, locations, embedded work, dimensions, layout, elevations, framing, finishes, connections, penetrations, safety, startup, and testing, etc.) with all other Prime Contractors prior to performing own work.
3. Prime Contractor is responsible for providing all lift equipment, cranes, forklifts, scaffolding, and other equipment as needed to accomplish the work of this Bid Package based on the site conditions at the time of work or installation of items.
4. This Prime Contractor shall provide an information update on a bi-weekly basis to the Construction Manager for use in updating the project Construction Progress Schedule that includes at a minimum; identification of each stage or task of the work specific to this Bid Package, status progress on current work activities and critical path milestone dates, status of outstanding shop drawings and submittals, status of fabrication and related work, status of material procurement (delivery lead time and dates), and identification of the manpower anticipated for all current and upcoming work activities.
5. Prime Contractor shall utilize Procore construction management software for all applicable tasks, including but not limited to: submittals, RFIs, change orders, daily logs, inspection requests, meetings, correspondence, and all other project documentation and communication. Prime Contractor shall ensure that all its employees and subcontractors are properly trained and equipped to use Procore for the duration of the project.
6. The Prime Contractor understands that it is imperative that work be completed in accordance with the bid schedule or as the work becomes available to them, whichever comes first. The Construction Manager will try to better the bid schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Prime Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical path work durations do not change. The Prime Contractor agrees to pursue the work accordingly as directed by the Construction Manager. Perform any necessary work "out of sequence" to satisfy unique situations or for proper installation of work under this Bid Package.
7. This Prime Contractor shall include fully staffed and capable crews working simultaneously on separate areas of the project as necessary to maintain the project schedule, especially while

performing critical path activities.

8. The Prime Contractor shall take whatever means required to ensure certain critical elements of work that must be completed during a specific timeframe or project phase, do indeed meet the contract specified dates. It will be the Prime Contractor's responsibility to closely evaluate the bid schedule, prepare submittals and procure long lead items in order to accomplish this work. The Prime Contractor shall include all expediting and extra shipping/delivery costs associated with assuring the critical milestone dates are achieved. If any procurement issues prevent the Prime Contractor from successfully meeting any milestone dates shown in the bid schedule, the Prime Contractor must notify the Construction Manager in writing within 10 days of the Notice to Proceed. Furthermore, the Prime Contractor shall incorporate into their bid price any extended work weeks, multiple shifts and/or overtime costs to meet the critical milestone dates.
9. The activity work durations shown in the Bid Schedule represent the time needed to perform direct tasks or work only. All time needed for associated or supporting activities required prior to the start of actual work is not considered as part of the durations shown. This includes, but is not limited to pre-installation conferences, site review, layout/field measurement, mockups, RFI clarification, mobilization, material procurement, delivery and staging, scaffolding or shoring, architect/inspector review, coordination of materials, shop drawings or submittals review and trade coordination meetings. This Prime Contractor is required to make site visit(s) a minimum of 2 weeks in advance of scheduled activity (or earlier if needed) and review & implement management of the project tasks as needed to complete the above-referenced tasks so that the project schedule is not impacted, and all durations can be met.
10. Furnish all labor, material, services, equipment, and specific safety measures including but not limited to task safety fencing, trench plates, signage, scaffolding, barricades, shoring, traffic control, safety devices, services or skilled supervision necessary for all work applicable to this Prime Contractor's scope of work.
11. Supply power cords, adapters, etc. as necessary to complete the work of this bid package in a timely manner and in accordance with the construction schedule. Furnish power for welders and any special equipment needing voltage greater than 120V as it pertains to this Bid Package.
12. Electrical Contractor in accordance with the latest CAL OSHA Safety Orders will provide temporary lighting for building access. This Prime Contractor is responsible for providing task lighting as required to facilitate and complete the work of this Bid Package in a timely manner and in accordance with the current Construction Schedule.
13. Be responsible for arranging all inspections required in this Bid Package. Prime Contractor to provide any lift equipment or other apparatus required for the Inspector to safely perform inspection.
14. No signs or advertising of any kind will be permitted on or about the Site.
15. Prime Contractor shall comply with the site logistics plan developed by the Construction Manager, in coordination with all other Prime Contractors, that indicates areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations etc.
16. This Prime Contractor shall remove all waste materials, rubbish, and mud attributable to the work of this Bid Package to an appropriate disposal location on the jobsite throughout the duration of the project. Broom cleaning and minor trash removal shall be performed each working day. A weekly cleaning shall be performed every Friday including at a minimum a broom cleaning and the removal of waste materials from all areas of work where installation was performed during that work week. If the Prime Contractor fails to perform progress cleaning or does not maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon 48 hours written notice (or 24 hours written notice if the debris constitutes a safety hazard) the District or Construction Manager may clean up on behalf of the Prime Contractor and at the Prime Contractor's expense with the cost back-charged via credit Change Order. If it cannot be determined who the responsible Prime Contractor is, the costs shall be shared by the Prime Contractors actively working on the Project as determined at the sole discretion of the Construction Manager.
17. Bid Package #RES-01, will provide the initial installation and maintenance of all erosion control devices, if applicable, and as adjusted to accommodate the course of construction. All Prime Contractor shall abide by all SWPPS, if applicable, erosion and sediment control, storm water quality

management and BMP's as indicated in various areas of the Contract Documents. Protect all installed erosion control and other devices at all times during construction activities. This Prime Contract to remove, stockpile/safeguard and replace erosion control items or installations as required to accommodate specific work tasks or activity. All stockpiles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil. Any cost associated with the damage to erosion control devices or non-compliance with these measures shall be charged back to the Prime Contractor.

18. Prime Contractor to comply with latest provisions of CalGreen Construction Waste Reduction, Disposal and Recycling plan which outlines a 65% recycling requirement. This plan requires all Prime Contractors to separate, sort and dispose of all waste material in the District supplied recycling containers. Recycling shall include but is not limited to items such as paper & cardboard, plastic, glass, aluminum, concrete, lumber, drywall, insulation, roofing paper, metal conduits, sheet metal, and heavy steel. Prime Contractor shall make every effort to break down mixed or combined materials so that they can be separated into material specific recycling containers. General trash containers shall be supplied by the District, however use of general trash containers shall be minimized and must be approved in advance by the Construction Manager in order to maintain the 95% project diversion goal for the project. Any costs associated with the failure to meet with the required Waste Management Plan, or failure to sort and place items in the correct containers, shall be charged back to the Prime Contractor.
19. Each Prime Contractor is responsible to perform weekly jobsite safety inspections of working areas along with a written report of all items that are inspected & notated. Each Prime Contractors shall conduct weekly jobsite safety meetings with all direct employees and any subcontractors that are working onsite and require sign in sheets. Copies of the inspection reports and safety meeting notes/sign in sheets which shall be provided to the Construction Manager on a weekly basis. All Prime Contractors are required to address any safety hazards brought up to their attention by the Construction Manager within 24 hours from the time of receiving of safety notification. Each Prime Contractor is required to notify the Construction Manager of any medium or high-risk activity that is/or will be occurring on a weekly basis.
20. Prime contractor is responsible to secure all materials related to this bid package timely. Any supply chain delays due to pandemic will be considered non compensable.
21. Provide Bluebeam updated as-builts updated on a monthly basis once work activities for each trade commences. Deviations from the original design will need to be delineated on the Bluebeam as-builts. These as-builts are to be reviewed and signed off by the IOR and CM at the end of each month. At project closeout, provide a full-size electronic PDF as-built set for the Owner.

#### **ACOUSTICAL CEILINGS**

22. Provide all hanger wires and slack safety wires for suspended acoustical ceiling, HVAC grilles, diffusers, lighting, ultraviolet air fixtures, alarm devices, audiovisual devices and other systems requiring hanger wire support from the deck structure where acoustical ceilings are located. Coordinate requirements with other trades. This contractor is responsible for connecting all slack safety wires to items installed by other trades. Coordinate with other trades. Verify that all slack safety wires are connected prior to final installation of ceiling tiles. Remove all unused hanger/slack safety wires that are not used prior to final installation of ceiling tiles.
23. All wires shall have a loop twisted end after installation for protection of workmen below. All Wires shall be bent upwards so that a minimum of 8'-0" of clearance is maintained from floors.
24. Ceiling tiles at the perimeter, exit lights, down lights and alarm devices and HVAC diffusers and grilles may be installed prior to complete installation of all tiles as directed by the Construction Manager.
25. In the event of a conflict between the finish schedule and the reflected ceiling plan, the more stringent requirement shall apply.
26. Provide all cut-outs or penetrations through the acoustic ceiling for other trades.
27. Provide a single splay wire at all audio/visual devices. Project includes reinstallation of existing ceiling-mounted audio/visual devices. Contractor to review existing site conditions prior to bid to determine extent of work required for installation of these devices.

28. Provide all seismic expansion and separation joints in all ceiling systems as required.
29. Provide all gauged metal angles, clips & supports complete with attachment to deck/overhead structure as indicated in the ceiling drawings/details for complete installation of all ceiling systems.
30. Some field tiles will be left un-installed at valve or damper locations that require access after installation of the ceiling tiles. At end of project, just prior to occupancy, perform a final walk through and place all remaining open tiles, replacing any that are damaged or missing.
31. All attachments are to comply with all codes/regulations and the DSA-approved plans. No deviations from the DSA details will be permitted if a DSA CCD is required and the schedule does not allow for this process.
32. Prime Contractor to inspect all substrate surfaces prior to application of the acoustical ceiling. Prime Contractor will notify Construction Manager in writing of all problems requiring corrective action. Should any unacceptable conditions be discovered due to improper substrate surface construction after the acoustical ceiling application is complete, this Prime Contractor will correct the problem at no additional cost.
33. Prime Contractor is responsible for acquiring any special Cal-OSHA permits for the use of scaffolding, equipment, safety devices, etc. Provide and install any and all necessary scaffolding/access and temporary fall protection including rails, cables etc. per Cal-OSHA requirements. Remove at completion of this bid package.
34. Provide an allowance of 5% of each ceiling tile type to be used as directed by the Construction Manager for unidentified trade damage during construction. This tile is not part of the extra stock delivered to the Owner and is above and beyond any requirements shown on the plans or specifications for additional or extra stock.
35. Contractor will protect floor finishes per Contract Documents & Finish Schedules. All costs associated with any repair of floor finishes related to damage, staining, scuffing, spills, etc. caused by this Contractor shall be the sole responsibility of this Contractor.
36. Provide onsite layout and coordination with BP#01 contractor for additional blocking required for completion of this scope of work. Ceiling details indicate additional blocking may be required for suspended ceiling attachments and slack safety wire attachments for items being installed by other trades where the existing structure does not provide suitable attachment points. Layout of this blocking is by this Contractor. Installation of Blocking is by BP#01.
37. Provide "trapeze" installation of suspended ceiling grid, at no additional cost, at locations where overhead obstructions prevent installation of hanger/slack safety wires at specified angles and or spacing, including locations where hanger/slack safety wires are required for items being installed by other trades. Include proposed "trapeze" details in shop drawings during submittal process.

#### **Allowances**

1. Provide an allowance for a stipulated sum/price of \$15,000.00 as set forth in the Bid Form and Proposal. This Allowance shall be utilized only with written approval by the District and is not to be used to fulfill obligations under this contract. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding, and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.
  - a) This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. This allowance shall be included in the Base Bid.

#### **Exclusions**

- Screw attachment of lighting to suspended ceiling grid (to be performed by electrical Prime Contractor).

**00 21 13.1 WORK SCOPE SUMMARY**  
**BID PACKAGE #RES-03, CERAMIC TILE**

Provide all construction included in the specifications listed below, work described by the drawings, work defined in the General and Supplementary conditions, work defined in the Division 1/General Requirements, and work defined in the bidding and Contract Document project requirements. All such work is specifically included in the scope of work of this Prime Contractor.

<b><u>DIVISION 07-THERMAL &amp; MOISTURE PROTECTION</u></b>	<b><u>DIVISION 09 – FINISHES</u></b>
07 91 00 Caulking and Sealants*	09 30 00 Tile Work
	<u>*Incidental to this scope of work</u>

Hereinafter all references made to the Prime Contractor will mean the contractor bidding this Bid Package unless noted otherwise. The term "Provide" shall mean all labor, materials and equipment necessary for the complete furnishing and installation of specified item(s) or work.

As further clarification, Prime Contractor shall be responsible for the following:

**GENERAL TASKS (APPLICABLE TO ALL PRIME CONTRACTORS):**

1. Prime Contractor must hold all of the appropriate license classifications required or hold at least one of the required licenses and subcontract with the remaining appropriately licensed contractor(s) to meet the qualification requirements.
2. Fully plan and coordinate all work (i.e. work sequence, locations, embedded work, dimensions, layout, elevations, framing, finishes, connections, penetrations, safety, startup, and testing, etc.) with all other Prime Contractors prior to performing own work.
3. Prime Contractor is responsible for providing all lift equipment, cranes, forklifts, scaffolding, and other equipment as needed to accomplish the work of this Bid Package based on the site conditions at the time of work or installation of items.
4. This Prime Contractor shall provide an information update on a bi-weekly basis to the Construction Manager for use in updating the project Construction Progress Schedule that includes at a minimum; identification of each stage or task of the work specific to this Bid Package, status progress on current work activities and critical path milestone dates, status of outstanding shop drawings and submittals, status of fabrication and related work, status of material procurement (delivery lead time and dates), and identification of the manpower anticipated for all current and upcoming work activities.
5. Prime Contractor shall utilize Procore construction management software for all applicable tasks, including but not limited to: submittals, RFIs, change orders, daily logs, inspection requests, meetings, correspondence, and all other project documentation and communication. Prime Contractor shall ensure that all its employees and subcontractors are properly trained and equipped to use Procore for the duration of the project.
6. The Prime Contractor understands that it is imperative that work be completed in accordance with the bid schedule or as the work becomes available to them, whichever comes first. The Construction Manager will try to better the bid schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Prime Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical path work durations do not change. The Prime Contractor agrees to pursue the work accordingly as directed by the Construction Manager. Perform any necessary work "out of sequence" to satisfy unique situations or for proper installation of work under this Bid Package.

7. This Prime Contractor shall include fully staffed and capable crews working simultaneously on separate areas of the project as necessary to maintain the project schedule, especially while performing critical path activities.
8. The Prime Contractor shall take whatever means required to ensure certain critical elements of work that must be completed during a specific timeframe or project phase, do indeed meet the contract specified dates. It will be the Prime Contractor's responsibility to closely evaluate the bid schedule, prepare submittals and procure long lead items in order to accomplish this work. The Prime Contractor shall include all expediting and extra shipping/delivery costs associated with assuring the critical milestone dates are achieved. If any procurement issues prevent the Prime Contractor from successfully meeting any milestone dates shown in the bid schedule, the Prime Contractor must notify the Construction Manager in writing within 10 days of the Notice to Proceed. Furthermore, the Prime Contractor shall incorporate into their bid price any extended work weeks, multiple shifts and/or overtime costs to meet the critical milestone dates.
9. The activity work durations shown in the Bid Schedule represent the time needed to perform direct tasks or work only. All time needed for associated or supporting activities required prior to the start of actual work is not considered as part of the durations shown. This includes, but is not limited to pre-installation conferences, site review, layout/field measurement, mockups, RFI clarification, mobilization, material procurement, delivery and staging, scaffolding or shoring, architect/inspector review, coordination of materials, shop drawings or submittals review and trade coordination meetings. This Prime Contractor is required to make site visit(s) a minimum of 2 weeks in advance of scheduled activity (or earlier if needed) and review & implement management of the project tasks as needed to complete the above-referenced tasks so that the project schedule is not impacted, and all durations can be met.
10. Furnish all labor, material, services, equipment, and specific safety measures including but not limited to task safety fencing, trench plates, signage, scaffolding, barricades, shoring, traffic control, safety devices, services or skilled supervision necessary for all work applicable to this Prime Contractor's scope of work.
11. Supply power cords, adapters, etc. as necessary to complete the work of this bid package in a timely manner and in accordance with the construction schedule. Furnish power for welders and any special equipment needing voltage greater than 120V as it pertains to this Bid Package.
12. Electrical Contractor in accordance with the latest CAL OSHA Safety Orders will provide temporary lighting for building access. This Prime Contractor is responsible for providing task lighting as required to facilitate and complete the work of this Bid Package in a timely manner and in accordance with the current Construction Schedule.
13. Be responsible for arranging all inspections required in this Bid Package. Prime Contractor to provide any lift equipment or other apparatus required for the Inspector to safely perform inspection.
14. No signs or advertising of any kind will be permitted on or about the Site.
15. Prime Contractor shall comply with the site logistics plan developed by the Construction Manager, in coordination with all other Prime Contractors, that indicates areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations etc.
16. This Prime Contractor shall remove all waste materials, rubbish, and mud attributable to the work of this Bid Package to an appropriate disposal location on the jobsite throughout the duration of the project. Broom cleaning and minor trash removal shall be performed each working day. A weekly cleaning shall be performed every Friday including at a minimum a broom cleaning and the removal of waste materials from all areas of work where installation was performed during that work week. If the Prime Contractor fails to perform progress cleaning or does not maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon 48 hours written notice (or 24 hours written notice if the debris constitutes a safety hazard) the District or Construction Manager may clean



up on behalf of the Prime Contractor and at the Prime Contractor's expense with the cost back-charged via credit Change Order. If it cannot be determined who the responsible Prime Contractor is, the costs shall be shared by the Prime Contractors actively working on the Project as determined at the sole discretion of the Construction Manager.

17. Bid Package #RES-01, will provide the initial installation and maintenance of all erosion control devices, if applicable, and as adjusted to accommodate the course of construction. All Prime Contractor shall abide by all SWPPS, if applicable, erosion and sediment control, storm water quality management and BMP's as indicated in various areas of the Contract Documents. Protect all installed erosion control and other devices at all times during construction activities. This Prime Contract to remove, stockpile/safeguard and replace erosion control items or installations as required to accommodate specific work tasks or activity. All stockpiles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil. Any cost associated with the damage to erosion control devices or non-compliance with these measures shall be charged back to the Prime Contractor.
18. Prime Contractor to comply with latest provisions of CalGreen Construction Waste Reduction, Disposal and Recycling plan which outlines a 65% recycling requirement. This plan requires all Prime Contractors to separate, sort and dispose of all waste material in the District supplied recycling containers. Recycling shall include but is not limited to items such as paper & cardboard, plastic, glass, aluminum, concrete, lumber, drywall, insulation, roofing paper, metal conduits, sheet metal, and heavy steel. Prime Contractor shall make every effort to break down mixed or combined materials so that they can be separated into material specific recycling containers. General trash containers shall be supplied by the District, however use of general trash containers shall be minimized and must be approved in advance by the Construction Manager in order to maintain the 95% project diversion goal for the project. Any costs associated with the failure to meet with the required Waste Management Plan, or failure to sort and place items in the correct containers, shall be charged back to the Prime Contractor.
19. Each Prime Contractor is responsible to perform weekly jobsite safety inspections of working areas along with a written report of all items that are inspected & notated. Each Prime Contractors shall conduct weekly jobsite safety meetings with all direct employees and any subcontractors that are working onsite and require sign in sheets. Copies of the inspection reports and safety meeting notes/sign in sheets which shall be provided to the Construction Manager on a weekly basis. All Prime Contractors are required to address any safety hazards brought to their attention by the Construction Manager within 24 hours from the time of receiving of safety notification. Each Prime Contractor is required to notify the Construction Manager of any medium or high-risk activity that is/or will be occurring on a weekly basis.
20. Prime contractor is responsible to secure all materials related to this bid package timely. Any supply chain delays due to pandemic will be considered non compensable.
21. Provide Bluebeam updated as-builts updated on a monthly basis once work activities for each trade commences. Deviations from the original design will need to be delineated on the Bluebeam as-builts. These as-builts are to be reviewed and signed off by the IOR and CM at the end of each month. At project closeout, provide a full-size electronic PDF as-built set for the Owner.

#### **CERAMIC TILE:**

22. Provide all samples and mockups during the general submittals phase of the project as a separate mobilization.
23. Provide all ceramic wall tile, tile flooring, and base, in accordance with the Contract Documents. Review and document material shipment and provide written confirmation of quantities. If any material shortages are anticipated, notify Construction Manager.
24. Provide all expansion joints, control joints, waterproof membranes and sealant materials to ensure a complete and watertight installation.
25. Provide all divider strips, stainless steel transition trim, trimmers and accessories necessary where the tile abuts to dissimilar surfaces or materials, all floor transition strips and marble thresholds.

26. Visit the site before and after each slab concrete pour and coordinate with concrete contractor to ensure that the any depressed concrete areas are recessed to the correct depth and that all concrete slabs/substrates are appropriate to receive ceramic tile or terrazzo.
27. Provide all substrates including but not limited to taped gypsum board, taped cementitious board, membranes, metal lath, scratch coat, and mortar beds for tile; lay out the slopes in a manner to ensure proper drainage.
28. It is the responsibility of this Bid Package to examine the tolerances indicated in the concrete specifications as well as tolerances indicated in specifications listed for this bid package and provide all floor preparation required achieve the tolerances to complete the work of this bid package including but not limited to all floating, filling, grinding or bushing. Include all leveling of subfloors as needed to complete the installation of work under this Bid Package.
29. Test waterproofing membrane after it has cured; verify that it is watertight before installing ceramic tile.
30. Provide all caulking and sealing of tile, grout and between adjacent/adjoining surfaces
31. Provide heavy non-staining paper over all tile floor and wall surfaces for curing and protection purposes, including taping of all joints. This will be done immediately following completion of flood testing.
32. Clean up or drainage of tile cutting water in new plumbing waste, drains and sinks will not be permitted.
33. Provide all cleaning, sealers, epoxy sealers, waxing or other finish treatments specified for all tile

#### **ALLOWANCES:**

1. Provide an allowance for a stipulated sum/price of \$10,000.00 as set forth in the Bid Form and Proposal. This Allowance shall be utilized only with written approval by the District and is not to be used to fulfill obligations under this contract. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding, and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.
  - a) This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. This allowance shall be included in the Base Bid.

#### **EXCLUSIONS**

- None

**00 21 13.1 WORK SCOPE SUMMARY**  
**BID PACKAGE #RES-04, PLUMBING**

Provide all construction included in the specifications listed below, work described by the drawings, work defined in the General and Supplementary conditions, work defined in the Division 1/General Requirements, and work defined in the bidding and Contract Document project requirements. All such work is specifically included in the scope of work of this Prime Contractor.

<b><u>DIVISION 02 – EXISTING CONDITIONS</u></b>	<b><u>DIVISION 10 – SPECIALTIES</u></b>
02 42 00 Minor Demolition for Remodeling *	10 21 13 Toilet Compartments*
<b><u>DIVISION 06 – WOOD, PLASTICS, &amp; COMPOSITES</u></b>	10 28 00 Toilet and Bath Accessories*
06 10 00 Rough Carpentry*	<b><u>DIVISION 22 – PLUMBING</u></b>
06 22 00.02 Millwork and Cabinets*	22 00 00 Plumbing
<b><u>DIVISION 07 – THERMAL &amp; MOISTURE PROTECTION</u></b>	<b><u>DIVISION 23 – HVAC</u></b>
07 91 00 Caulking and Sealants *	23 00 00 Heating, Ventilation and Air Conditioning*
	<b><u>DIVISION 31 – EARTHWORK*</u></b>
	31 20 00 Earthwork*
	*Incidental to this scope of work

Hereinafter all references made to the Prime Contractor will mean the contractor bidding this Bid Package unless noted otherwise. The term "Provide" shall mean all labor, materials and equipment necessary for the complete furnishing and installation of specified item(s) or work.

As further clarification, Prime Contractor shall be responsible for the following:

**GENERAL TASKS (APPLICABLE TO ALL PRIME CONTRACTORS):**

1. Prime Contractor must hold all of the appropriate license classifications required or hold at least one of the required licenses and subcontract with the remaining appropriately licensed contractor(s) to meet the qualification requirements.
2. Fully plan and coordinate all work (i.e. work sequence, locations, embedded work, dimensions, layout, elevations, framing, finishes, connections, penetrations, safety, startup, and testing, etc.) with all other Prime Contractors prior to performing own work.
3. Prime Contractor is responsible for providing all lift equipment, cranes, forklifts, scaffolding, and other equipment as needed to accomplish the work of this Bid Package based on the site conditions at the time of work or installation of items.
4. This Prime Contractor shall provide an information update on a bi-weekly basis to the Construction Manager for use in updating the project Construction Progress Schedule that includes at a minimum; identification of each stage or task of the work specific to this Bid Package, status progress on current work activities and critical path milestone dates, status of outstanding shop drawings and submittals, status of fabrication and related work, status of material procurement (delivery lead time and dates), and identification of the manpower anticipated for all current and upcoming work activities.
5. Prime Contractor shall utilize Procore construction management software for all applicable tasks, including but not limited to: submittals, RFIs, change orders, daily logs, inspection requests, meetings, correspondence, and all other project documentation and communication. Prime Contractor shall ensure that all its employees and subcontractors are properly trained and equipped to use Procore for the duration of the project.
6. The Prime Contractor understands that it is imperative that work be completed in accordance with the bid schedule or as the work becomes available to them, whichever comes first. The Construction Manager will try to better the bid schedule, when or if slack or float time becomes

available during the course of construction. By doing so, the Prime Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical path work durations do not change. The Prime Contractor agrees to pursue the work accordingly as directed by the Construction Manager. Perform any necessary work "out of sequence" to satisfy unique situations or for proper installation of work under this Bid Package.

7. This Prime Contractor shall include fully staffed and capable crews working simultaneously on separate areas of the project as necessary to maintain the project schedule, especially while performing critical path activities.
8. The Prime Contractor shall take whatever means required to ensure certain critical elements of work that must be completed during a specific timeframe or project phase, do indeed meet the contract specified dates. It will be the Prime Contractor's responsibility to closely evaluate the bid schedule, prepare submittals and procure long lead items in order to accomplish this work. The Prime Contractor shall include all expediting and extra shipping/delivery costs associated with assuring the critical milestone dates are achieved. If any procurement issues prevent the Prime Contractor from successfully meeting any milestone dates shown in the bid schedule, the Prime Contractor must notify the Construction Manager in writing within 10 days of the Notice to Proceed. Furthermore, the Prime Contractor shall incorporate into their bid price any extended work weeks, multiple shifts and/or overtime costs to meet the critical milestone dates.
9. The activity work durations shown in the Bid Schedule represent the time needed to perform direct tasks or work only. All time needed for associated or supporting activities required prior to the start of actual work is not considered as part of the durations shown. This includes, but is not limited to pre-installation conferences, site review, layout/field measurement, mockups, RFI clarification, mobilization, material procurement, delivery and staging, scaffolding or shoring, architect/inspector review, coordination of materials, shop drawings or submittals review and trade coordination meetings. This Prime Contractor is required to make site visit(s) a minimum of 2 weeks in advance of scheduled activity (or earlier if needed) and review & implement management of the project tasks as needed to complete the above-referenced tasks so that the project schedule is not impacted, and all durations can be met.
10. Furnish all labor, material, services, equipment, and specific safety measures including but not limited to task safety fencing, trench plates, signage, scaffolding, barricades, shoring, traffic control, safety devices, services or skilled supervision necessary for all work applicable to this Prime Contractor's scope of work.
11. Supply power cords, adapters, etc. as necessary to complete the work of this bid package in a timely manner and in accordance with the construction schedule. Furnish power for welders and any special equipment needing voltage greater than 120V as it pertains to this Bid Package.
12. Electrical Contractor in accordance with the latest CAL OSHA Safety Orders will provide temporary lighting for building access. This Prime Contractor is responsible for providing task lighting as required to facilitate and complete the work of this Bid Package in a timely manner and in accordance with the current Construction Schedule.
13. Be responsible for arranging all inspections required in this Bid Package. Prime Contractor to provide any lift equipment or other apparatus required for the Inspector to safely perform inspection.
14. No signs or advertising of any kind will be permitted on or about the Site.
15. Prime Contractor shall comply with the site logistics plan developed by the Construction Manager, in coordination with all other Prime Contractors, that indicates areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations etc.
16. This Prime Contractor shall remove all waste materials, rubbish, and mud attributable to the work of this Bid Package to an appropriate disposal location on the jobsite throughout the duration of the project. Broom cleaning and minor trash removal shall be performed each working day. A weekly cleaning shall be performed every Friday including at a minimum a broom cleaning and the removal of waste materials from all areas of work where installation was performed during that

work week. If the Prime Contractor fails to perform progress cleaning or does not maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon 48 hours written notice (or 24 hours written notice if the debris constitutes a safety hazard) the District or Construction Manager may clean up on behalf of the Prime Contractor and at the Prime Contractor's expense with the cost back-charged via credit Change Order. If it cannot be determined who the responsible Prime Contractor is, the costs shall be shared by the Prime Contractors actively working on the Project as determined at the sole discretion of the Construction Manager.

17. Bid Package #RES-01, will provide the initial installation and maintenance of all erosion control devices, if applicable, and as adjusted to accommodate the course of construction. All Prime Contractor shall abide by all SWPPS, if applicable, erosion and sediment control, storm water quality management and BMP's as indicated in various areas of the Contract Documents. Protect all installed erosion control and other devices at all times during construction activities. This Prime Contract to remove, stockpile/safeguard and replace erosion control items or installations as required to accommodate specific work tasks or activity. All stockpiles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil. Any cost associated with the damage to erosion control devices or non-compliance with these measures shall be charged back to the Prime Contractor.
18. Prime Contractor to comply with latest provisions of CalGreen Construction Waste Reduction, Disposal and Recycling plan which outlines a 65% recycling requirement. This plan requires all Prime Contractors to separate, sort and dispose of all waste material in the District supplied recycling containers. Recycling shall include but is not limited to items such as paper & cardboard, plastic, glass, aluminum, concrete, lumber, drywall, insulation, roofing paper, metal conduits, sheet metal, and heavy steel. Prime Contractor shall make every effort to break down mixed or combined materials so that they can be separated into material specific recycling containers. General trash containers shall be supplied by the District, however use of general trash containers shall be minimized and must be approved in advance by the Construction Manager in order to maintain the 95% project diversion goal for the project. Any costs associated with the failure to meet with the required Waste Management Plan, or failure to sort and place items in the correct containers, shall be charged back to the Prime Contractor.
19. Each Prime Contractor is responsible to perform weekly jobsite safety inspections of working areas along with a written report of all items that are inspected & notated. Each Prime Contractors shall conduct weekly jobsite safety meetings with all direct employees and any subcontractors that are working onsite and require sign in sheets. Copies of the inspection reports and safety meeting notes/sign in sheets which shall be provided to the Construction Manager on a weekly basis. All Prime Contractors are required to address any safety hazards brought up to their attention by the Construction Manager within 24 hours from the time of receiving of safety notification. Each Prime Contractor is required to notify the Construction Manager of any medium or high-risk activity that is/or will be occurring on a weekly basis.
20. Prime contractor is responsible to secure all materials related to this bid package timely. Any supply chain delays due to pandemic will be considered non compensable.
21. Provide Bluebeam updated as-builts updated on a monthly basis once work activities for each trade commences. Deviations from the original design will need to be delineated on the Bluebeam as-builts. These as-builts are to be reviewed and signed off by the IOR and CM at the end of each month. At project closeout, provide a full-size electronic PDF as-built set for the Owner..

#### **SITE & BUILDING PLUMBING:**

22. Perform safe-off, shut-off, and disconnection of domestic hot and cold water and existing plumbing systems and plumbing fixtures indicated to be removed, gas, irrigation, and fire water sewer applicable prior to the start of building demolition and in accordance with the phasing indicated in the construction schedule. Coordinate with BP#01 to demolish and dispose of all plumbing related items to be removed and of those to remain. Identify plumbing items that remain on as-builts. Include, at a minimum, depth, pipe size and distance from a fixed, above ground location.

23. Provide removal, storage, and reinstallation of all existing finish plumbing fixtures indicated to be relocated.
24. Perform safe-off / shut-off and disconnection of existing HAVC systems indicated to be removed at buildings and chiller yard/boiler room. Provide temporary bypass loops and temporary isolation valves as applicable for existing underground hydronic piping to ensure system remains functional for buildings not under construction in accordance with the construction schedule phasing. Perform all safe-off work during off-hours as necessary to ensure systems serving other buildings remain functional during all hours that the school is occupied. Demolition and removal of safed-off items shall be provided by BP#01. This Prime Contractor is responsible for safe-off and disconnection of all existing plumbing and mechanical hydronic systems that will allow for the safe demolition and removal by BP#01.
25. Perform shut-downs or tie-ins during off-hours. The contract amount shall include any second shift or overtime work and temporary facilities necessary for such work.
26. Coordinate with BP#01 for selective demolition activities necessary for the completion of this work scope. Provide onsite layout of demolition limits at walls, roofs, and floors needed for installation of new work provided under this scope of work.
27. Provide all domestic water, soil waste and vent , systems. Perform exploratory investigation (potholing or other non-destructive means) to locate exact position of existing point of connection and connect new systems accordingly. Provide final/permanent connections at all POC's.
28. Provide all trenching, underground piping, excavation, backfill and compaction for this Bid Package including temporary shoring support, if required. Excess soil spoils shall be disposed of off-site. Contractor to maintain +/- 1/10 of finish grade elevation upon final backfill activities. Coordinate backfill with BP#01 to allow for concrete patching (by BP#01) to be provided as specified. Provide temporary protection of utilities and maintain site access within this scope of work including 3/4" plywood or steel plates as necessary.
29. Where pipe sizes are not indicated and size is not apparent, request clarification from the design team prior to proceeding. Include in the Contract amount, pipe sized per similar piping and per applicable code requirements.
30. Provide all plumbing piping and piping accessories necessary for the installation of new sinks at existing sink.
31. Provide all finish plumbing materials and fixtures.
32. Review casework shop drawings for any conflicts that would prevent the installation of sinks.
33. Provide underground storm drain system as applicable. Provide concrete anchors, concrete thrust blocks, slurry and encasement for underground piping as required.
34. Provide all coring and sleeving (including steel sleeves at penetrations) required for the scope of this work. Seal to maintain waterproof/ fire/ smoke/ sound ratings in accordance with the Specifications.
35. Properly coordinate the locations, elevations and dimensional requirements of all work items (i.e. piping penetrations, diameter of piping in walls, verify that proper layout and space is provided for ADA accessible and non-ADA accessible fixtures, equipment, etc.) with all other building trades shop drawings so that conflicts and incorrect locations are avoided. It's this contractor's responsibility to verify/coordinate the correctness of all locations, elevations, dimensions, size of equipment/fixtures/piping etc., with all other trades and building components. This contractor shall verify that all piping will fit within the designed wall cavities before floors, decks or underground work is installed.
36. It is this Contractor's responsibility to provide an onsite Foreman familiar with the project during the installation and placement of all embeds, hangers and straps to ensure that correct location and elevations are achieved for items required under this scope of work. Coordinate the layout and delivery of these items to accommodate concrete pour schedules. Approve layout of these items before and during concrete pours. Any embeds required after concrete is complete will be the responsibility of this contractor including any cutting, demolition, patch and repair.

37. Furnish templates to other contractors in a timely manner for all plumbing fixture cut-outs.
38. Provide temporary protection for all plumbing fixtures and "dollar plugs" for drains so they cannot be used throughout the construction phase and ensure that no foreign matter can enter the drainage systems. It will be this bid package's responsibility to ensure that all drains are clear and functioning properly prior to occupancy.
39. All piping diagrams and plumbing plans are schematic in nature and actual locations of fixtures and routing of piping will vary due to actual job conditions. Include all necessary relocations and re-routing as required for a complete and functional system.
40. Provide all new plumbing fixtures, associated piping and installation accessories needed for plumbing fixtures to be installed and operational.
41. Provide all waste line clean-outs as required by code, the contract documents and as required to provide proper access to all points of the system. Clean-outs shall be located in a manner that does not interfere with any building components and at inconspicuous locations. . It is the responsibility of this contractor to coordinate with the Construction Manager for the location of any clean out that may conflict with desired locations. Provide metal covers for all interior and exterior cleanouts.
42. Furnish and install all specified charts, labeling, stenciling, tagging identification of equipment and all systems installed in this Contract.
43. Provide complete chlorination, flushing and testing of the water utility distribution piping at the completion of each phase of the construction schedule.
44. This Prime Contractor is responsible to verify all existing plumbing utilities and perform safe-off and plumbing demo as needed for work of the plumbing system.
45. This Prime Contractor is responsible to provide all saw cutting and removal of asphalt or concrete as needed to perform work for utility lines in this Bid Package.
46. Provide all building domestic water, soil waste and vent piping systems. Perform exploratory investigation (potholing or other non-destructive means) to locate exact position of existing point of connection and connect new systems accordingly. Provide final/permanent connections at all POC's.
47. Furnish and install protective insulation/covering over all exposed fixture piping, valves and under all fixtures as required by the contract documents and ADA codes.
48. Provide all seismic expansion joints, flexible connections or supports for all items installed under this Bid Package.
49. Properly coordinate the locations, elevations and dimensional requirements of all work items (i.e. piping penetrations, diameter of piping in walls, verify that proper layout and space is provided for ADA and non-ADA fixtures, equipment, etc.) with all other building trades shop drawings so that conflicts and incorrect locations are avoided. It's this contractor's responsibility to verify/coordinate the correctness of all locations, elevations, dimensions, size of equipment/fixtures/piping etc., with all other trades and building components. This contractor shall verify that all piping will fit within the designed wall cavities before floors, decks or underground work is installed.
50. Provide temporary protection and weatherproofing of roof openings or penetrations for items installed by this Bid Package during construction.
51. Provide temporary protection for all new and existing fixtures and drains so they cannot be used throughout the construction phase and ensure that no foreign matter can enter the drainage systems.
52. Provide fire stop and acoustical sealant material at all penetrations through walls, floors, and ceilings to meet all code requirements. Include sealants, caulking, backer rods, fire and smoke seals, etc.
53. All piping diagrams and plumbing plans are schematic in nature and actual locations of fixtures and routing of piping will vary due to actual job conditions. Include all necessary relocations and

re-routing as required for a complete and functional system.

54. Provide anchor bolts, embeds, seismic bracing and attachments (unistrut, angles, channels, wires, threaded rod, misc. steel fasteners, seismic anchorage etc.) as required for the installation of all equipment, fixtures and items installed by this Bid Package. Coordinate with other Contractors for layout and delivery of these items to accommodate pour and framing schedules. Approve layout of these items before and during concrete pours and framing activities. Any embeds required after concrete and framing are complete will be the responsibility of this contractor including any concrete, drywall and wall finish demolition, patch and repair.
55. Coordinate and provide onsite layout for BP#01 Prime Contractor for any additional blocking and framing required for installation of work provided under this scope of work.
56. Provide onsite layout and coordination with BP#1 Prime Contractor for additional blocking/framing required for completion of this scope of work.
57. Provide complete chlorination, flushing and testing of potable water system. Provide written report of testing. Chlorination shall be performed per phasing required by the project schedule
58. Wall framing and drywall will be coordinated with the Mechanical/Electrical/Plumbing (MEP) trades. This coordination will be done to determine 'interference walls'. Interference walls shall be those walls needed to be erected, drywalled and taped prior to the installation of MEP trades
59. Provide and install all access panels for items/work furnished under this Bid Package. Coordinate with framing contractor for location and framing requirements.
60. Provide condensate lines from all HVAC equipment to POC locations indicated on plans. Coordinate with HVAC contractor and provide final connection to HVAC units. Provide pipe insulation on all condensate lines. Coordinate with HVAC contractor and confirm that all lines are compatible with the installation of their equipment.
61. Provide seismic bracing for all items installed under this Bid Package including flexible connections.
62. Provide a full-size set of colored as-builts updated on a monthly basis once work activities for this trade commences. Deviations from the original design will need to be delineated on the as-builts in color. As a minimum, depth locations of piping, pipe sizes and distances from a fixed item, are required information on the as-builts. These as-builts are to be reviewed and signed off by the IOR and CM at the end of each month.

#### **ALLOWANCES:**

1. Provide an allowance for a stipulated sum/price of \$40,000.00 as set forth in the Bid Form and Proposal. This Allowance shall be utilized only with written approval by the District and is not to be used to fulfill obligations under this contract. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding, and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.
  - a) This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. This allowance shall be included in the Base Bid.

#### **EXCLUSIONS:**

None



**00 21 13.1 WORK SCOPE SUMMARY**  
**BID PACKAGE #RES-05, HVAC**

Provide all construction included in the specifications listed below, work described by the drawings, work defined in the General and Supplementary conditions, work defined in the Division 1/General Requirements, and work defined in the bidding and Contract Document project requirements. All such work is specifically included in the scope of work of this Prime Contractor.

<b><u>DIVISION 02 – EXISTING CONDITIONS</u></b>	<b><u>DIVISION 22 - PLUMBING</u></b>
02 42 00 Minor Demolition for Remodeling*	22 00 00 Plumbing*
<b><u>DIVISION 06 – WOOD, PLASTICS, &amp; COMPOSITES</u></b>	<b><u>DIVISION 23 - HVAC</u></b>
06 10 00 Rough Carpentry*	23 00 00 Heating, Ventilation and Air Conditioning
<b><u>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</u></b>	<b><u>DIVISION 26 - ELECTRICAL</u></b>
07 57 00.03 Sprayed Polyurethane Roofing System *	26 00 00 Electrical*
07 91 00 Caulking and Sealants*	26 72 00 Fire Detection and EM Voice Alarm Communication System*
<b><u>DIVISION 09 – FINISHES</u></b>	<b><u>DIVISION 28 – ELECTRONIC SAFETY AND SECURITY</u></b>
09 53 23 Acoustic Tile*	28 31 00 Fire Alarm Systems*
	*Incidental to this scope of work

Hereinafter all references made to the Prime Contractor will mean the contractor bidding this Bid Package unless noted otherwise. The term "Provide" shall mean all labor, materials and equipment necessary for the complete furnishing and installation of specified item(s) or work.

As further clarification, Prime Contractor shall be responsible for the following:

**GENERAL TASKS (APPLICABLE TO ALL PRIME CONTRACTORS)**

1. Prime Contractor must hold all of the appropriate license classifications required or hold at least one of the required licenses and subcontract with the remaining appropriately licensed contractor(s) to meet the qualification requirements.
2. Fully plan and coordinate all work (i.e. work sequence, locations, embedded work, dimensions, layout, elevations, framing, finishes, connections, penetrations, safety, startup, and testing, etc.) with all other Prime Contractors prior to performing own work.
3. Prime Contractor is responsible for providing all lift equipment, cranes, forklifts, scaffolding, and other equipment as needed to accomplish the work of this Bid Package based on the site conditions at the time of work or installation of items.
4. This Prime Contractor shall provide an information update on a bi-weekly basis to the Construction Manager for use in updating the project Construction Progress Schedule that includes at a minimum; identification of each stage or task of the work specific to this Bid Package, status progress on current work activities and critical path milestone dates, status of outstanding shop drawings and submittals, status of fabrication and related work, status of material procurement (delivery lead time and dates), and identification of the manpower anticipated for all current and upcoming work activities.
5. Prime Contractor shall utilize Procore construction management software for all applicable tasks, including but not limited to: submittals, RFIs, change orders, daily logs, inspection requests, meetings, correspondence, and all other project documentation and communication. Prime Contractor shall ensure that all its employees and subcontractors are properly trained and equipped to use Procore for the duration of the project.

6. The Prime Contractor understands that it is imperative that work be completed in accordance with the bid schedule or as the work becomes available to them, whichever comes first. The Construction Manager will try to better the bid schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Prime Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical path work durations do not change. The Prime Contractor agrees to pursue the work accordingly as directed by the Construction Manager. Perform any necessary work "out of sequence" to satisfy unique situations or for proper installation of work under this Bid Package.
7. This Prime Contractor shall include fully staffed and capable crews working simultaneously on separate areas of the project as necessary to maintain the project schedule, especially while performing critical path activities.
8. The Prime Contractor shall take whatever means required to ensure certain critical elements of work that must be completed during a specific timeframe or project phase, do indeed meet the contract specified dates. It will be the Prime Contractor's responsibility to closely evaluate the bid schedule, prepare submittals and procure long lead items in order to accomplish this work. The Prime Contractor shall include all expediting and extra shipping/delivery costs associated with assuring the critical milestone dates are achieved. If any procurement issues prevent the Prime Contractor from successfully meeting any milestone dates shown in the bid schedule, the Prime Contractor must notify the Construction Manager in writing within 10 days of the Notice to Proceed. Furthermore, the Prime Contractor shall incorporate into their bid price any extended work weeks, multiple shifts and/or overtime costs to meet the critical milestone dates.
9. The activity work durations shown in the Bid Schedule represent the time needed to perform direct tasks or work only. All time needed for associated or supporting activities required prior to the start of actual work is not considered as part of the durations shown. This includes, but is not limited to pre-installation conferences, site review, layout/field measurement, mockups, RFI clarification, mobilization, material procurement, delivery and staging, scaffolding or shoring, architect/inspector review, coordination of materials, shop drawings or submittals review and trade coordination meetings. This Prime Contractor is required to make site visit(s) a minimum of 2 weeks in advance of scheduled activity (or earlier if needed) and review & implement management of the project tasks as needed to complete the above-referenced tasks so that the project schedule is not impacted, and all durations can be met.
10. Furnish all labor, material, services, equipment, and specific safety measures including but not limited to task safety fencing, trench plates, signage, scaffolding, barricades, shoring, traffic control, safety devices, services or skilled supervision necessary for all work applicable to this Prime Contractor's scope of work.
11. Supply power cords, adapters, etc. as necessary to complete the work of this bid package in a timely manner and in accordance with the construction schedule. Furnish power for welders and any special equipment needing voltage greater than 120V as it pertains to this Bid Package.
12. Electrical Contractor in accordance with the latest CAL OSHA Safety Orders will provide temporary lighting for building access. This Prime Contractor is responsible for providing task lighting as required to facilitate and complete the work of this Bid Package in a timely manner and in accordance with the current Construction Schedule.
13. Be responsible for arranging all inspections required in this Bid Package. Prime Contractor to provide any lift equipment or other apparatus required for the Inspector to safely perform inspection.
14. No signs or advertising of any kind will be permitted on or about the Site.
15. Prime Contractor shall comply with the site logistics plan developed by the Construction Manager, in coordination with all other Prime Contractors, that indicates areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations etc.
16. This Prime Contractor shall remove all waste materials, rubbish, and mud attributable to the work of this Bid Package to an appropriate disposal location on the jobsite throughout the duration of the project. Broom cleaning and minor trash removal shall be performed each working day. A weekly cleaning shall be performed every Friday including at a minimum a broom cleaning and the removal of waste materials from all areas of work where installation was performed during that work week. If the Prime Contractor fails to perform progress cleaning or does not maintain the areas adjacent

to the Project clean and free of waste materials and rubbish, upon 48 hours written notice (or 24 hours written notice if the debris constitutes a safety hazard) the District or Construction Manager may clean up on behalf of the Prime Contractor and at the Prime Contractor's expense with the cost back-charged via credit Change Order. If it cannot be determined who the responsible Prime Contractor is, the costs shall be shared by the Prime Contractors actively working on the Project as determined at the sole discretion of the Construction Manager.

17. Bid Package #RES-01, will provide the initial installation and maintenance of all erosion control devices, if applicable, and as adjusted to accommodate the course of construction. All Prime Contractor shall abide by all SWPPS, if applicable, erosion and sediment control, storm water quality management and BMP's as indicated in various areas of the Contract Documents. Protect all installed erosion control and other devices at all times during construction activities. This Prime Contract to remove, stockpile/safeguard and replace erosion control items or installations as required to accommodate specific work tasks or activity. All stockpiles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil. Any cost associated with the damage to erosion control devices or non-compliance with these measures shall be charged back to the Prime Contractor.
18. Prime Contractor to comply with latest provisions of CalGreen Construction Waste Reduction, Disposal and Recycling plan which outlines a 65% recycling requirement. This plan requires all Prime Contractors to separate, sort and dispose of all waste material in the District supplied recycling containers. Recycling shall include but is not limited to items such as paper & cardboard, plastic, glass, aluminum, concrete, lumber, drywall, insulation, roofing paper, metal conduits, sheet metal, and heavy steel. Prime Contractor shall make every effort to break down mixed or combined materials so that they can be separated into material specific recycling containers. General trash containers shall be supplied by the District, however use of general trash containers shall be minimized and must be approved in advance by the Construction Manager in order to maintain the 95% project diversion goal for the project. Any costs associated with the failure to meet with the required Waste Management Plan, or failure to sort and place items in the correct containers, shall be charged back to the Prime Contractor.
19. Each Prime Contractor is responsible to perform weekly jobsite safety inspections of working areas along with a written report of all items that are inspected & notated. Each Prime Contractors shall conduct weekly jobsite safety meetings with all direct employees and any subcontractors that are working onsite and require sign in sheets. Copies of the inspection reports and safety meeting notes/sign in sheets which shall be provided to the Construction Manager on a weekly basis. All Prime Contractors are required to address any safety hazards brought to their attention by the Construction Manager within 24 hours from the time of receiving of safety notification. Each Prime Contractor is required to notify the Construction Manager of any medium or high-risk activity that is/or will be occurring on a weekly basis.
20. Prime contractor is responsible to secure all materials related to this bid package timely. Any supply chain delays due to pandemic will be considered non compensable.
21. Provide Bluebeam updated as-builts updated on a monthly basis once work activities for each trade commences. Deviations from the original design will need to be delineated on the Bluebeam as-builts. These as-builts are to be reviewed and signed off by the IOR and CM at the end of each month. At project closeout, provide a full-size electronic PDF as-built set for the Owner.

## **HVAC & CONTROLS FOR HVAC**

22. Provide all heating, ventilating, and air conditioning systems. Make final connections at POC's.
23. Provide all work for the complete installation of HVAC and building controls including but not limited to, control valves, temperature sensors, low voltage temperature and building controls, and low voltage controls wiring and conduit.
24. Provide installation of Owner-furnished mechanical equipment. Equipment is stored at the District's warehouse located at 1201 Citation Way, Bakersfield, CA. Provide all accommodations required for craning, loading and transport from the warehouse to the site. This contractor is responsible for any damage to equipment resulting from loading and transport from the warehouse. This contractor is responsible for the installation of all owner furnished items listed under Attachment A in this scope summary.
25. Coordinate and provide onsite layout with BP#01 Prime Contractor to determine exact limits of all demolition, framing, and blocking required for installation of work provided under this work scope.
26. Schedule and coordinate system testing, witnessing, and approval by district personnel prior to start-up following the phasing sequence.

27. Provide attachments (uni-strut, angles, channels, wires, threaded rod, misc. steel fasteners, etc.) as required for the installation of all equipment and items for this Bid Package. Coordinate with BP#01 Prime Contractor for layout and delivery of these items to accommodate framing schedules. Approve layout of these items before and during framing activities by the project HVAC foreman. Any items required after framing, wall finishes, and roofing is complete will be the responsibility of this contractor including any, wall framing/finish and roof demolition, patch and repair.
28. Properly coordinate the locations and dimensional requirements of all work items (i.e. piping and conduit penetrations, diameter of ducts in walls & ceilings, equipment, etc.) with all other building trades shop drawings so that conflicts and incorrect locations are avoided. It's this Contractor's responsibility to verify/coordinate the correctness of all locations, dimensions, size of equipment/fixtures/piping/conduit/ductwork, etc., with all other trades and building components. This contractor shall verify that all work will fit within the designed wall cavities, ceiling plenums and furred areas. Provide all coring and sleeving (including steel sleeves at penetrations) required for the scope of this work.
29. Provide and install all wall and ceiling access panels as required for items in this Bid Package. Coordinate with framing contractor for location and framing requirements.
30. Provide all seismic expansion joints, flexible connections or wires, bracing and supports for all items installed under this Bid Package as detailed on plans.
31. This contractor is responsible to provide all vertical or horizontal dampers, combination fire and smoke dampers and associated actuators in accordance with the Division 23 HVAC specifications, including but not limited to steel mounting angles, sleeves, access doors, dual position indicator switch, fusible link and all other items required for a complete assembly.
32. Provide all Testing and Balancing for the HVAC system. Testing and Balancing is not to be provided on a single mobilization basis. Include three 8-hour follow-up visits for adjustments needed during the project schedule at the direction of the Construction Manager. Off hours adjustment is to be included if any adjustments are required while building is partially occupied.
33. Coordinate with the other contractors for the locations of fire alarm relays, sensors etc. that are to be connected to HVAC equipment. Install within the duct system all duct smoke and fire detectors furnished by Fire Alarm Contractor as well as any other in-duct sensors furnished by other trades. Identify locations for contacts on HVAC equipment.
34. Provide acoustical sealant and fire stop material and safing at all penetrations through walls, ceilings, and roofs required by this bid package to meet all code requirements. Include link seals, sealants, caulking, backer rods, fire and smoke seals, steel angles, sleeves, access doors, accessories, etc. as required for a complete installation. Include all fire barrier duct wrap with associated sealants as required.
35. Provide counter flashing and any sheet metal work related at all mechanical units installed under this work scope.
36. The location, configuration, size and height of all roof equipment, curbs and associated sheet metal flashings and ductwork penetrations shall be fully compatible with the roofing system and roof manufacturer's warranty and shall be approved by the roofing Contractor prior to installation. The design, proper sequence and installation of flashings shall be coordinated with the installation of the roofing system. The minimum height of all penetrations, curbs, platforms and equipment shall be 8" above the highest point of the finished roof surface.
37. Provide temporary protection and weatherproofing of roof openings and penetrations related to HVAC Equipment. Cover open ductwork with Visqueen to prevent contamination during construction work. Protect all installed items. Provide and install construction filters on all equipment during the construction period and initial start-up procedures. Use disposable filter media to protect construction filters during initial equipment start-up and testing. Provide installation of final filters just prior to Owner Occupancy.
38. This Contractor is responsible for all damages that occur during the installation of this work scope. Provide temporary protection and weatherproofing of roof openings and penetrations during construction.
39. Locate and coordinate for Electrical Prime Contractor line voltage requirements and disconnects to ensure proper placement for all conduits.
40. Install all registers, diffusers and grilles in both acoustical and hard lid ceilings. Ceiling Contractor to provide hanger wires for items at suspended acoustical ceilings, including attachment of wires to items installed in ceiling under this work scope. Provide onsite layout and coordination with ceiling contractor for installation of all slack safety wires required.
41. Provide and install motor starters, as required in the contract documents, for all HVAC equipment. Hook-up of motor starters will be by Electrical Contractor.

42. Provide all drain pans and secondary drain pans. Plumber to run condensate lines to the pans.
43. Perform shut-downs or tie-ins during off-hours. The contract amount shall include any second shift or overtime work and temporary facilities necessary for such work.
44. Provide all low voltage controls and thermostats, wire, conduit, connection and testing for HVAC equipment. Coordinate programming, energy management and identification of zones with the school representatives.
45. Provide all stainless or galvanized sheet metal pans, covers, 18 GA sheet metal escutcheon set and acoustical sealant, and custom curbs at all duct penetrations, roof openings and HVAC items or equipment. All flashings, counter flashings wood or metal blocking. Provide all equipment pads, channel curbs, vibration isolation bases and other support for all items installed under this Bid Package. Provide grouted bases for all required mechanical equipment and supports. Provide all flashings, counter flashings, clamps, wood/metal blocking and other items or accessories necessary for a complete installation.
46. Provide all seismic requirements including all seismic expansion joints, flexible connections, bracing and supports for all items installed under this Bid Package.
47. Oversee the startup and commissioning of all equipment & systems provided by this Bid Package. Coordinate with fire alarm, electrical and other contractors during troubleshooting and system startup.
48. Validate that building's IP addresses are operational before programming of the controls begins. Coordinate with the District's HVAC personnel and verify the HVAC Sequence of Operations prior to programming. Validate with the District, IOR and CM that the HVAC equipment is functioning as intended by the programming.
49. Provide all controls and controls programming for the HVAC system. Controls programming is not to be provided on a single mobilization basis and shall include 8 hours follow up visits for adjustments needed during the project schedule at the direction of the Construction Manager. Off hours programming adjustment is to be included if any adjustments are required while building is partially occupied. The controls programmer shall be present to make any adjustments during Air Testing and Balancing.
50. Coordinate with the Electrical Prime Contractor for location of fire alarm relays, sensors etc. that are to be connected to HVAC equipment. Furnish dry contacts at main alarm panel for use by the monitoring firm to activate each alarm condition related to this Bid Package.
51. Locate and coordinate for Electrical Prime Contractor line voltage requirements and disconnects to ensure proper placement for all conduits.
52. Provide all low voltage controls and thermostats, conduit, wire, connection and testing for HVAC equipment. Coordinate programming, energy management and identification of zones with the school representatives.
53. This Bid Package will be responsible for the startup and commissioning of all equipment & systems provided by the HVAC Bid Package and all other trades equipment startup which interfaces with the HVAC Controls system. Coordinate with all prime contractors during system startup.

#### **ALLOWANCES:**

1. Provide an allowance for a stipulated sum/price of \$50,000.00 as set forth in the Bid Form and Proposal. This Allowance shall be utilized only with written approval by the District and is not to be used to fulfill obligations under this contract. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding, and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.
  - a) This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. This allowance shall be included in the Base Bid.

#### **EXCLUSIONS:**

- Furnishing of duct smoke and fire detectors (by Electrical and Fire Alarm Bid Package)
- Slack safety wires for ceiling registers, diffusers & grilles mounted in acoustic ceilings
- Condensate piping (by Plumbing Bid Package)

**ATTACHMENT A**  
**BID PACKAGE #RES-05, HVAC**  
**OFCI EQUIPMENT LIST\***

Roosevelt

Electrical Equipment

	Qty	Unit	Designation	Product	Description	Vendor	PO/QN	Date
1	1	EA	MS	Square D Standard Swbd-QED-2 Switchboard	480Y/277V 3Ph 4W 60Hz, 1600A, 65kA SCCR, Indoor Type 3R Non-Walk-in, 1600A Main Breaker, Aluminum Bus	Schneider	Q-4656526	2/1/2024
2	1	EA	400AMP DISC.	HU365R	Heavy Duty Safety Switch 400A 3P 600V Non-Fusible NEMA 3R	Schneider	Q-4656527	2/2/2024
3	1	EA	TDP	EX225T3H	Dry Type Transformer 225kVA 480V Primary 208Y/120V Secondary	Schneider	Q-4656528	2/3/2024
4	1	EA	PD	NF MB Panel (INTERIOR)	NF Main Breaker Panel Interior, 480Y/277V 3Ph 4W 60Hz, 400A/3P LA Main Breaker, 10kA SCCR, 42 Circuit	Schneider	Q-4656529	2/4/2024
5	1	EA	PB	NF MB Panel (INTERIOR)	NF Main Breaker Panel Interior, 480Y/277V 3Ph 4W 60Hz, 300A/3P LA Main Breaker, 10kA SCCR, 42 Circuit	Schneider	Q-4656530	2/5/2024
6	1	EA	PE	NF MB Panel (INTERIOR)	NF Main Breaker Panel Interior, 480Y/277V 3Ph 4W 60Hz, 90A/3P HD Main Breaker, 10kA SCCR, 42 Circuit	Schneider	Q-4656531	2/6/2024
7	1	EA	PC	NF MB Panel (INTERIOR)	NF Main Breaker Panel Interior, 480Y/277V 3Ph 4W 60Hz, 250A/3P JD Main Breaker, 10kA SCCR, 42 Circuit	Schneider	Q-4656532	2/7/2024
8	1	EA		AL800P6K	Circuit Breaker Mechanical Lug Kit for 800A Frames	Schneider	Q-4656533	2/8/2024
9	1	EA	DP	I-Line MB Panel (INTERIOR)	I-Line Main Breaker Panel Interior, 208Y/120V 3Ph 4W 60Hz, 800A/3P MG Main Breaker, 10kA SCCR, 36" of Branch Breaker Mounting Space	Schneider	Q-4656534	2/9/2024
10	1	EA	DP1	NQ ML Panel (INTERIOR)	NQ Main Lug Panel Interior, 208Y/120V 3Ph 4W 60Hz, 400A Main Lug Only, 10kA SCCR, 30 Circuit	Schneider	Q-4656535	2/10/2024

Mechanical

Equipment

	Qty	Unit	Product	Description	Vendor	PO/Bid No.	Date
1	16	EA	Carrier HP-1 (5) Ton Unit Model: 50GCQM06 Electric		SIGLER WHOLESALE DISTRIBUTORS	P24002907	8/24/2023
2	1	EA	Carrier HP-2 (2) Ton Unit Model: 50VT-C24 Electric		SIGLER WHOLESALE DISTRIBUTORS	P24002907	8/24/2023
3	2	EA	Carrier HP-3 (6) Ton Unit Model: 50FCQM07 Electric		SIGLER WHOLESALE DISTRIBUTORS	P24002907	8/24/2023
4	8	EA	Greenheck EF-1 Model: SP-A190-VG		NORMAN S. WRIGHT DUCKWORTH MECHANICAL EQUIPMENT CO. LLC	P24003187	8/29/2023
5			Greenheck EF-1 Model: SP-A190-VG			23-06-01	7/14/2023
6	33	Exhaust Fan	Greenheck EF-2 Model: CUE-095-VG	Ceiling	Greenheck SP-AS0-90-VG	23-06-02	7/14/2023
7	9	Exhaust Fan	Greenheck EF-3 Model: SP-A190-VG	Roof	Greenheck CUE-095-VG	23-06-03	7/14/2023
8	2	Exhaust Fan	Greenheck EF-4 Model: CUE-099-VG	Ceiling	Greenheck SP-A390-VG	23-06-04	7/14/2023
9	16	Exhaust Fan	Greenheck EF-5 Model: CUE-070-VG	Roof	Greenheck CUE-099-VG	23-06-05	7/14/2023
10	1	Exhaust Fan	Greenheck EF-6 Model: SP-A70-QD	Roof	Greenheck CUE-070-VG	23-06-06	7/14/2023
11	1	Exhaust Fan	Greenheck EF-7 Model: SP-A110-QD	Ceiling	Greenheck SP-AS0-90-VG	23-06-07	7/14/2023
12	4	Exhaust Fan	Greenheck PEF-1 Model: CUE-160-VG	Ceiling	Greenheck SP-A110	23-06-08	7/14/2023
	2	Exhaust Fan		Roof	Greenheck CUE-160-VG		

\*This list of equipment has been compiled based on information provided by the district in the attached documents. This list is being provided for reference purposes only and should not be considered a comprehensive or definitive account of all equipment purchased by the district. The contractor is responsible for verifying the accuracy and completeness of this list and ensuring that all necessary equipment is accounted for in their bid.



# Bakersfield City School District

1300 Baker Street

Bakersfield, CA 93305-4326

Phone: (661) 631-4600 Fax: (661) 861-9907

## PURCHASE ORDER

No: **P24002907**

Date: 08/24/2023

**V  
E  
N  
D  
O  
R**

SIGLER WHOLESALE DISTRIBUTORS  
7021 SCHIRRA CT.  
BAKERSFIELD, CA 93313

Phone: (661) 636-0792

Fax: (860) 622-6719

Vendor # 295960

Terms: NET 30 DAYS

Due Date: 09/20/2023

**S  
H  
I  
P  
T  
O**

Bakersfield City School District  
Roosevelt Elementary  
2324 Verde Street  
Bakersfield, CA 93304

For: Maintenance, Operations and Facilities  
ROOSEVELT 22219.00-40-HVAC

Buyer: Melissa Hernandez

Req # R24003677

FOB: N/A

Ship Via: OUR PICK-UP

ITEM	QUANTITY	UNIT	ISSUE	DESCRIPTION	UNIT COST	EXTENSION
1	16	EA		ROOSEVELT 22219.00-40-HVAC BID #23-06-01 Carrier HP-1 (5) Ton Unit, Model: 50GCQM06 Electric	11,246.00	179,936.00
2	1	EA		Carrier HP-2 (2) Ton Unit, Model: 50VT-C24 Electric	6,605.00	6,605.00
3	2	EA		Carrier HP-3 (6) Ton Unit, Model: 50FCQM07 Electric PRICING PER HVAC EQUIPMENT REPLACEMENT BID #23-06-01 BOARD APPROVAL DATE: AUGUST 8, 2023	12,073.00	24,146.00

### Special Instructions to Vendor:

1. Purchase order number must appear on all invoices, shipping papers and correspondence.
2. Submit itemized invoice to the Accounts Payable Office,  
1300 Baker Street, Bakersfield, CA 93305
3. Packing slip must accompany each delivery, showing PO number, serial number, and description.
4. No changes without authorization from the Purchasing Department.
5. If freight charges apply, prepay and add to invoice. No C.O.D. charges permitted.
6. Receiving hours: 8:00 a.m. - 4:00 p.m., Monday - Friday.
7. This PO is a covered transaction for purposes of 49 CFR Part 29. As such, the vendor/contractor certifies that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
8. MATERIAL SAFETY DATA SHEETS MUST BE SUPPLIED WHERE APPLICABLE

SUB TOTAL \$210,687.00

SALES TAX \$17,381.68

SHIPPING \$0.00

**TOTAL** \$228,068.68

AUTHORIZED SIGNATURE

David J. West

**VENDOR**





# Bakersfield City School District

1300 Baker Street

Bakersfield, CA 93305-4326

Phone: (661) 631-4600 Fax: (661) 861-9907

## PURCHASE ORDER

No: **P24003187**

Date: 08/29/2023

**V  
E  
N  
D  
O  
R**

NORMAN S. WRIGHT DUCKWORTH  
MECHANICAL  
EQUIPMENT CO., LLC  
7595 N. DEL MAR AVENUE  
FRESNO, CA 93711

Phone: (559) 449-8701 Fax: (559) 449-8734

Vendor # 317913

Terms: NET 30 DAYS

Due Date: 09/20/2023

**S  
H  
I  
P  
T  
O**

Bakersfield City School District  
Roosevelt Elementary  
2324 Verde Street  
Bakersfield, CA 93304

For: Maintenance, Operations and Facilities  
ROOSEVELT 22219.00-40-HVAC

Buyer: Melissa Hernandez

Req # R24003845

FOB: FRESNO

Ship Via: UPS

ITEM	QUANTITY	UNIT	ISSUE	DESCRIPTION	UNIT COST	EXTENSION
1	8	EA		ROOSEVELT 22219.00-40-HVAC Greenheck EF-1, Model: SP-A190-VG PRICING PER BID #23-06-01 BOARD APPROVAL DATE: AUGUST 8, 2023	316.09	2,528.72

### Special Instructions to Vendor:

1. Purchase order number must appear on all invoices, shipping papers and correspondence.
2. Submit itemized invoice to the Accounts Payable Office,  
1300 Baker Street, Bakersfield, CA 93305
3. Packing slip must accompany each delivery, showing PO number, serial number, and description.
4. No changes without authorization from the Purchasing Department.
5. If freight charges apply, prepay and add to invoice. No C.O.D. charges permitted.
6. Receiving hours: 8:00 a.m. - 4:00 p.m., Monday - Friday.
7. This PO is a covered transaction for purposes of 49 CFR Part 29. As such, the vendor/contractor certifies that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
8. MATERIAL SAFETY DATA SHEETS MUST BE SUPPLIED WHERE APPLICABLE

SUB TOTAL \$2,528.72

SALES TAX \$208.62

SHIPPING \$0.00

**TOTAL** \$2,737.34

AUTHORIZED SIGNATURE

David J. West

**VENDOR**



SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

Central Valley  
Community  
Bank

7100 N. FINANCIAL DR. STE. 101  
FRESNO, CA 93720

# CASHIER'S CHECK

153166

07/17/2023

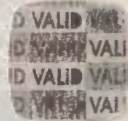
Remitter: ERIC DINNEEN

Pay to the \*\*\*BAKERSFIELD CITY SCHOOL DISTRICT\*\*\*  
Order of:

\*\*\*\$5,646.50\*\*\*

\*\*\*\* Five Thousand Six Hundred Forty Six and 50/100\*\*\*\*

Memo: NORMAN S WRIGHT DUCKWORTH



*Shawn Butts*  
AUTHORIZED SIGNATURE

HEAT SENSITIVE

⑈ 153166 ⑈ ⑆ 121137726 ⑆ 001 542087 ⑈

Details on Back.



Security Features Included

Central Valley  
Community  
Bank

7100 N. FINANCIAL DR. STE. 101  
FRESNO, CA 93720

153166

07/17/2023

Remitter: ERIC DINNEEN

Pay to the \*\*\*BAKERSFIELD CITY SCHOOL DISTRICT\*\*\*  
Order of:

\*\*\*\$5,646.50\*\*\*

\*\*\*\* Five Thousand Six Hundred Forty Six and 50/100\*\*\*\*

Memo: NORMAN S WRIGHT DUCKWORTH

IF THIS CHECK IS LOST (WHETHER THROUGH DESTRUCTION, THEFT OR OTHERWISE) THE BANK MAY, IN ITS SOLE DISCRETION, REPLACE THE CASHIER'S CHECK IF THE CUSTOMER AGREES TO INDEMNIFY THE BANK AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, CHARGES AND EXPENSES RELATED TO THE CHECK (INCLUDING ATTORNEY'S FEES) BY SIGNING AN INDEMNITY AGREEMENT AND PROVIDING SUCH OTHER SECURITY AS THE BANK DEEMS APPROPRIATE. HOWEVER, THE PURCHASER UNDERSTANDS THAT THE BANK MAY REQUIRE AN INDEMNITY BOND SUFFICIENT TO PROTECT THE BANK AGAINST ANY AND ALL FURTHER CLAIMS IN THE CHECK. THE PURCHASER CANNOT STOP PAYMENT ON THIS CHECK AND CANNOT REQUIRE THE BANK TO REFUSE PAYMENT UNLESS IT OBTAINS A COURT ORDER TO THAT EFFECT. THE PURCHASER UNDERSTANDS THAT, TO PROTECT THE INTEGRITY OF ITS CASHIER'S CHECKS, THE BANK MAY APPEAR IN AND DEFEND ANY COURT ACTION BROUGHT TO OBTAIN SUCH A COURT ORDER. THE BANK IS BOUND TO HONOR THIS CHECK EVEN IF THE PURCHASER DETERMINES AFTER DELIVERING THE CHECK TO THE PAYEE THAT THE PAYEE OF THE CHECK IS NOT ENTITLED TO THE CHECK.

**CUSTOMER COPY  
NON-NEGOTIABLE**

Authorized Signature

ENDORSE HERE

X

☐ CHECK BOX FOR MOBILE/REMOTE DEPOSIT

WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE

Chemical Wash  
Detection Box

COLOR INSIDE THIS BOX  
SHOULD BE WHITE

REPLICATING, FORGING OR ALTERING THIS HIGH SECURITY  
CHECK IS EXTREMELY DIFFICULT DUE TO THESE FEATURES

SECURITY FEATURES:

- Roll Microprint
- True Warmmark Paper
- Heat Sensitive Ink
- Multi-Colored Fractal Background
- Security Border/Microprinting
- Chemically Sensitive Paper
- Chemical Wash Detection Box
- Ultraviolet Ink on Back
- Tamper Adhesives
- Watermark-like Fibers
- VOID Indication
- Security Document
- Security Document on Back
- Do Notations on Front

DO NOT CASH IF:

- Multi-dimensional ink lines are not present
- Distinctive pattern not visible when held to light
- Pink pullock and cream lines does not show and disappear when warmed with finger or breath
- Check pattern on front does not include multiple colors that blend into each other
- Small microprint lines appear as broken or faded
- Smudge or ink smudges appear on front or back
- Stains or discoloration appear in the ink
- Ink on back looks pale or has discoloration
- Printed information appears tampered with
- Red/bide fibers are not visible and white/blue fibers are not visible under ultraviolet light
- "VOID" appears in the ink
- "DO NOT CASH" words appear in not visible on front
- "ORIGINAL DOCUMENT" is not on back
- An invalid color code appears on the back of the check

Security Features: Check and counterfeiting security website.  
© 2000 by Sun Microsystems, Inc. All rights reserved.

MobileMark: Mobile Deposit Check mark to indicate check has been  
deposited via mobile device.



**BAKERSFIELD CITY SCHOOL DISTRICT**  
**Department of Stores and Purchasing**



Company Name:

Norman S Wright Dye &amp; Worth

Representative Name (print):

Don Miller

Representative Signature:

Don Miller

**Exhaust Fans**

Line No.	Description and Specifications	Indoor/Outdoor	QTY	Unit Type	Unit Cost	Total Cost	Brand and SKU
16	Greenheck EF-1, Model: SP-A190-VG	Ceiling	33	Exhaust Fan	\$316.09	\$10,430.97	Greenheck SP-A50-90-VG
17	Greenheck EF-2, Model: CUE-095-VG	Roof	9	Exhaust Fan	\$1,230.47	\$11,074.23	Greenheck CUE-095-VG
18	Greenheck EF-3, Model: SP-A190-VG	Ceiling	2	Exhaust Fan	\$771.79	\$1,543.58	Greenheck SP-A390-VG
19	Greenheck EF-4, Model: CUE-099-VG	Roof	16	Exhaust Fan	\$1,496.42	\$23,942.72	Greenheck CUE-099-VG
20	Greenheck EF-5, Model: CUE-070-VG	Roof	1	Exhaust Fan	\$1,129.65	\$1,129.65	Greenheck CUE-070-VG
21	Greenheck EF-6, Model: SP-A70-QD	EF-(per plan) Ceiling	1	Exhaust Fan	\$316.09	\$316.09	Greenheck SP-A50-90-VG
22	Greenheck EF-7, Model: SP-A110-QD	EF-(per plan) Ceiling	4	Exhaust Fan	\$349.11	\$1,396.44	Greenheck SP-A110
23	Greenheck PEF-1, Model: CUE-160-VG	Roof	2	Exhaust Fan	\$3,315.66	\$6,631.32	Greenheck CUE-160-VG
<b>Grand Total:</b>						<b>\$56,465.00</b>	



**BAKERSFIELD CITY SCHOOL DISTRICT**  
**HVAC EQUIPMENT AND EXHAUST FANS**

**Bid No. 23-06-01**

Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF Fresno

Being first duly sworn deposes and declares that he/she is Donald Miller  
(Title)

Of Norman S Wright - Duckworth  
(Company Name)

the party making the foregoing bid; that 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 a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct,

Donald Miller  
(Signature)

**Donald Miller**

(Typed Name)

And that this declaration is executed on 7/14/2023 at Fresno, CA  
(Date) (City) (State)





**BAKERSFIELD CITY SCHOOL DISTRICT**  
*Department of Stores and Purchasing*  
**20-DRUG-FREE WORKPLACE CERTIFICATION**

**PROJECT TITLE/BID#: Bid #23-06-01      OWNER: Bakersfield City School District**

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

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

**A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that 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 work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning

(a) The prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded 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 and the following sections.

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

Name of Vendor: <u>Naman S. Wright Duckworth</u>	Signature: <u>Donald Miller</u>
Print Name: <u>Donald Miller</u>	Title: <u>Aftermarket Sales</u>
Date: <u>7/14/2023</u>	

## FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchase of goods and services.

### PROPOSER/VENDOR CERTIFICATION FORMS

#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS-APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) *Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Pursuant to Federal Rule (A) above, when federal funds are expended by Bakersfield City School District, Bakersfield City School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does the vendor agree? YES DM Initials of Authorized Representative of Vendor

- (B) *Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement (All contracts in excess of \$10,000)*

Pursuant 7 CFR 1780.75, when federal funds are expended by a member district, the NCEPC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) Meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The NCEPC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of NCEPC to do so. The vendor will be compensated for work performed and accepted and goods accepted by any member district as of the termination date if the contract is terminated for convenience of the NCEPC. Any award under this procurement process is not exclusive and the NCEPC reserves the right to purchase goods and services from other vendors when it is in the best interest of the NCEPC.

Does the vendor agree to abide by the above? YES DM Initials of Authorized Representative of Vendor *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*



Pursuant to Federal Rule (G) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? YES DM Initials of Authorized Representative of Vendor

- (C) *Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance 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 contain 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.

Pursuant to Federal Rule (D) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? YES DM Initials of Authorized Representative of Vendor

- (D) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Pursuant to Federal Rule (E) above, when federal funds are expended by a member, the vendor certifies that during the term and after the awarded term of an award for all contracts by a member district resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (1) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (2) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does the vendor agree? YES DM Initials of Authorized Representative of Vendor

**IRAN CONTRACTING ACT**  
**CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE**  
**(Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: 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. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor 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.

Vendor Name/Financial Institution (printed) <i>Norman S. Wright Duckworth</i>	Federal ID Number (or n/a) <i>27-4661721</i>
By (Authorized Signature) <i>Donald Miller</i>	
Printed Name and Title of Person Signing <i>Donald Miller Aftermarket Sales</i>	
Date Executed <i>7/14/2023</i>	Executed In <i>Fresno, CA</i>

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/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.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed



---

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR § 200.333**

---

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does the vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

*CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT*

---

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act {42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871}.

Does the vendor agree? **YES** \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

*Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.*

Vendor's Name/Company Name: Norman S. Wright Duckworth

Company registered on SAM.gov? Yes \_\_\_\_\_ No X

Address, City, State, and Zip Code: 7595 N. Del Mar Ave. Fresno, CA 93711

Phone Number: 559-449-8701 Fax Number: 559-449-8734

Printed Name and Title of Authorized Representative: Donald Miller Aftermarket Sales

Email Address: dmiller@nsw-duckworth.com Date: 7/14/2023

Signature of Authorized Representative: 

**Must be completed and returned with Bid**

TO BE INCLUDED WITH BID:

I (we) acknowledge receipt of the following addenda to the specifications, all of the provisions and requirement of which have been taken into consideration on the preparation of the foregoing bid:

Addendum No. 1 (Initials) DM

Company: Norman S Wright Duckworth

By: Don Miller

Title: Aftermarket Sales

Address: 7595 N. Del Mar Ave  
Fremont, CA 93722

Telephone: 559-449-5701

3. After review by mechanical, electrical and structural engineers, the following substitution request has been deemed, Rejected – Use Specified Material.
- a) **Trane, Line Items 1 -15, Proposed Product – Trane Packaged Rooftop Units & Trane-Mitsubishi Split Systems.** The proposed substituted package heat pumps exceed the specified unit weights by 6%-50%, therefore would require structural redesign/reengineering of the facilities to accommodate the static and dynamic loads, and resubmittal of the revised design to the DSA for review and approval. Such redesign/reengineering would significantly delay the project construction schedule and increase project costs. As this bid is being awarded as a complete one lot, and the District wants to keep uniformity, the proposed split system units are also NOT accepted.

TO BE INCLUDED WITH BID:

I (we) acknowledge receipt of the following addenda to the specifications, all of the provisions and requirement of which have been taken into consideration on the preparation of the foregoing bid:

Addendum No. 1 (Initials) DM

Company: Norman S Wright DICKWORTH

By: Don Miller

Title: Aftermarket Sales

Address: 7595 N. Del Mar Ave  
Fresno, CA 93722

Telephone: 559-449-8707

# TS250 Internet-Enabled Thermostat with Integrated CO<sup>2</sup> Sensor

The Pelican Internet-Enabled Thermostat with an integrated CO<sup>2</sup> sensor provides commercial customers with virtual climate and air quality management. The TS250 delivers accurate temperature management, air quality (CO<sup>2</sup>) management, leading edge energy efficiency, built-in safeties and alarming, and fine tuned comfort. Coupled with the Pelican Web App, the TS250 tracks space temperature, CO<sup>2</sup> levels, and HVAC operational data in real-time and historically. All information is displayed in real-time online and is viewable on any Internet-connected device.

## + MESH WIRELESS NETWORK

The TS250 communicates wirelessly with a GW400 to reach the Internet. Each TS250 has built-in state-of-the-art wireless mesh network communication and repeating.

## + FAULT ALARMING

Built-in system and space analytics with automated email or text message alerts when a fault is detected.

## + WEB APP

Virtual and central management of TS250 available on all smart phones, tablets, and PCs. Directly manage thermostat temperature and CO<sup>2</sup> levels through a web browser. Designed for intuitive control over multiple thermostats.

## + HISTORICAL TREND DATA

Online viewable historical data of space temperature, setpoints, HVAC demand, CO<sup>2</sup> level, and fan demand.

## + INSTALLATION

Industry standard HVAC terminals utilize existing thermostat wire. Included with TS250 is Pelican's innovative limited wiring relay pack (WM500) used in applications where there are only three (3) wires to the HVAC unit.

## + SCHEDULING

Through the Pelican Web App you can schedule the TS250 thermostat for daily, 5-2, or 7-day schedules. Thermostats can also be scheduled as groups, for simple multi-thermostat management.

**Designed and assembled in the USA**  
**5-Year Limited Warranty**



## Specifications

### POWER

Hardwire	24VAC, 60Hz; 50 mA
Voltage Range	23 - 30VAC
Relay Current	1.0A running

### COMPATIBILITY

24VAC gas, electric, or oil heating systems.  
 Conventional and Heat Pump

### WIRING

Conventional	R, RC, W, W2, Y, Y2, G, C
Heat Pump	R, RC, O/B, AUX, Y, Y2, G, C

### SYSTEM PROTECTION

Four-Minute Compressor Short-Cycle Protection  
 Temporary Schedule Override  
 Auxiliary/Emergency Heat Efficiency Algorithm  
 Keypad Lockout  
 Trend Data Analytics and Fault Monitoring

### THERMOSTAT RANGE

Operating Range	-20°F to 122°F
Differential Temperature	±0.5°F
Operating Humidity (%RH)	5 to 90% RH; non-condensing
Integrated Room CO <sup>2</sup> Sensor	0 - 2000 PPM; +/- 50ppm accuracy
Storage Temperature	-20°F to 160°F

### SIZE

Inch	H 3.5 x W 5.97 x D 1.5
mm	H 89 x W 150 x D 38
Horizontal Mounting	

Pelican Wireless Systems | 2655 Collier Canyon Road, Livermore CA 94551  
 (888) 512-0490 | sales@pelicanwireless.com

Copyright © 2019. Pelican Wireless Systems. All Rights Reserved.

**00 21 13.1 WORK SCOPE SUMMARY**  
**BID PACKAGE #RES-06, ELECTRICAL, LOW VOLTAGE, & FIRE ALARM**

Provide all construction included in the specifications listed below, work described by the drawings, work defined in the General and Supplementary conditions, work defined in the Division 1/General Requirements, and work defined in the bidding and Contract Document project requirements. All such work is specifically included in the scope of work of this Prime Contractor.

<b><u>DIVISION 02 – EXISTING CONDITIONS</u></b>	<b><u>DIVISION 23 – HEATING, VENTILATING &amp; AIR CONDITIONING</u></b>
02 42 00 Selective Demolition*	23 00 00 Heating Ventilating and Air Conditioning*
<b><u>DIVISION 03 – CONCRETE</u></b>	<b><u>DIVISION 26 – ELECTRICAL</u></b>
03 10 00 Concrete Work *	26 01 00 Electrical Scope and General Requirements
<b><u>DIVISION 06 – WOOD, PLASTICS AND COMPOSITES</u></b>	26 22 00 Low Voltage General Purpose Transformers
06 10 00 Rough Carpentry*	<b><u>DIVISION 27 – COMMUNICATIONS</u></b>
06 22 00.02 Millwork and Cabinets*	<b><u>DIVISION 28 – ELECTRONIC SAFETY &amp; SECURITY</u></b>
<b><u>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</u></b>	28 31 11 Fire Alarm System
07 57 00.03 Sprayed Polyurethane Roofing System*	<b><u>DIVISION 31 – EARTHWORK</u></b>
07 91 00 Caulking and Sealants*	31 20 00 Earthwork*
<b><u>DIVISION 09 – FINISHES</u></b>	
09 53 23 Acoustic Tile*	
*Incidental to this scope of work	

Hereinafter all references made to the Prime Contractor will mean the contractor bidding this Bid Package unless noted otherwise. The term "Provide" shall mean all labor, materials, and equipment necessary for the complete furnishing and installation of specified item(s) or work.

As further clarification, Prime Contractor shall be responsible for the following:

**GENERAL TASKS (APPLICABLE TO ALL PRIME CONTRACTORS):**

1. Prime Contractor must hold all of the appropriate license classifications required or hold at least one of the required licenses and subcontract with the remaining appropriately licensed contractor(s) to meet the qualification requirements.
2. Fully plan and coordinate all work (i.e. work sequence, locations, embedded work, dimensions, layout, elevations, framing, finishes, connections, penetrations, safety, startup, and testing, etc.) with all other Prime Contractors prior to performing own work.
3. Prime Contractor is responsible for providing all lift equipment, cranes, forklifts, scaffolding, and other equipment as needed to accomplish the work of this Bid Package based on the site conditions at the time of work or installation of items.
4. This Prime Contractor shall provide an information update on a bi-weekly basis to the Construction Manager for use in updating the project Construction Progress Schedule that includes at a minimum; identification of each stage or task of the work specific to this Bid Package, status progress on current work activities and critical path milestone dates, status of outstanding shop drawings and submittals, status of fabrication and related work, status of material procurement (delivery lead time and dates), and identification of the manpower anticipated for all current and upcoming work activities.

5. Prime Contractor shall utilize Procore construction management software for all applicable tasks, including but not limited to: submittals, RFIs, change orders, daily logs, inspection requests, meetings, correspondence, and all other project documentation and communication. Prime Contractor shall ensure that all its employees and subcontractors are properly trained and equipped to use Procore for the duration of the project.
6. The Prime Contractor understands that it is imperative that work be completed in accordance with the bid schedule or as the work becomes available to them, whichever comes first. The Construction Manager will try to better the bid schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Prime Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical path work durations do not change. The Prime Contractor agrees to pursue the work accordingly as directed by the Construction Manager. Perform any necessary work "out of sequence" to satisfy unique situations or for proper installation of work under this Bid Package.
7. This Prime Contractor shall include fully staffed and capable crews working simultaneously on separate areas of the project as necessary to maintain the project schedule, especially while performing critical path activities.
8. The Prime Contractor shall take whatever means required to ensure certain critical elements of work that must be completed during a specific timeframe or project phase, do indeed meet the contract specified dates. It will be the Prime Contractor's responsibility to closely evaluate the bid schedule, prepare submittals and procure long lead items in order to accomplish this work. The Prime Contractor shall include all expediting and extra shipping/delivery costs associated with assuring the critical milestone dates are achieved. If any procurement issues prevent the Prime Contractor from successfully meeting any milestone dates shown in the bid schedule, the Prime Contractor must notify the Construction Manager in writing within 10 days of the Notice to Proceed. Furthermore, the Prime Contractor shall incorporate into their bid price any extended work weeks, multiple shifts and/or overtime costs to meet the critical milestone dates.
9. The activity work durations shown in the Bid Schedule represent the time needed to perform direct tasks or work only. All time needed for associated or supporting activities required prior to the start of actual work is not considered as part of the durations shown. This includes, but is not limited to pre-installation conferences, site review, layout/field measurement, mockups, RFI clarification, mobilization, material procurement, delivery and staging, scaffolding or shoring, architect/inspector review, coordination of materials, shop drawings or submittals review and trade coordination meetings. This Prime Contractor is required to make site visit(s) a minimum of 2 weeks in advance of scheduled activity (or earlier if needed) and review & implement management of the project tasks as needed to complete the above-referenced tasks so that the project schedule is not impacted, and all durations can be met.
10. Furnish all labor, material, services, equipment, and specific safety measures including but not limited to task safety fencing, trench plates, signage, scaffolding, barricades, shoring, traffic control, safety devices, services or skilled supervision necessary for all work applicable to this Prime Contractor's scope of work.
11. Supply power cords, adapters, etc. as necessary to complete the work of this bid package in a timely manner and in accordance with the construction schedule. Furnish power for welders and any special equipment needing voltage greater than 120V as it pertains to this Bid Package.
12. Electrical Contractor in accordance with the latest CAL OSHA Safety Orders will provide temporary lighting for building access. This Prime Contractor is responsible for providing task lighting as required to facilitate and complete the work of this Bid Package in a timely manner and in accordance with the current Construction Schedule.
13. Be responsible for arranging all inspections required in this Bid Package. Prime Contractor to provide any lift equipment or other apparatus required for the Inspector to safely perform inspection.
14. No signs or advertising of any kind will be permitted on or about the Site.
15. Prime Contractor shall comply with the site logistics plan developed by the Construction Manager, in

coordination with all other Prime Contractors, that indicates areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations etc.

16. This Prime Contractor shall remove all waste materials, rubbish, and mud attributable to the work of this Bid Package to an appropriate disposal location on the jobsite throughout the duration of the project. Broom cleaning and minor trash removal shall be performed each working day. A weekly cleaning shall be performed every Friday including at a minimum a broom cleaning and the removal of waste materials from all areas of work where installation was performed during that work week. If the Prime Contractor fails to perform progress cleaning or does not maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon 48 hours written notice (or 24 hours written notice if the debris constitutes a safety hazard) the District or Construction Manager may clean up on behalf of the Prime Contractor and at the Prime Contractor's expense with the cost back-charged via credit Change Order. If it cannot be determined who the responsible Prime Contractor is, the costs shall be shared by the Prime Contractors actively working on the Project as determined at the sole discretion of the Construction Manager.
17. Bid Package #RES-01, will provide the initial installation and maintenance of all erosion control devices, if applicable, and as adjusted to accommodate the course of construction. All Prime Contractor shall abide by all SWPPS, if applicable, erosion and sediment control, storm water quality management and BMP's as indicated in various areas of the Contract Documents. Protect all installed erosion control and other devices at all times during construction activities. This Prime Contract to remove, stockpile/safeguard and replace erosion control items or installations as required to accommodate specific work tasks or activity. All stockpiles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil. Any cost associated with the damage to erosion control devices or non-compliance with these measures shall be charged back to the Prime Contractor.
18. Prime Contractor to comply with latest provisions of CalGreen Construction Waste Reduction, Disposal and Recycling plan which outlines a 65% recycling requirement. This plan requires all Prime Contractors to separate, sort and dispose of all waste material in the District supplied recycling containers. Recycling shall include but is not limited to items such as paper & cardboard, plastic, glass, aluminum, concrete, lumber, drywall, insulation, roofing paper, metal conduits, sheet metal, and heavy steel. Prime Contractor shall make every effort to break down mixed or combined materials so that they can be separated into material specific recycling containers. General trash containers shall be supplied by the District, however use of general trash containers shall be minimized and must be approved in advance by the Construction Manager in order to maintain the 95% project diversion goal for the project. Any costs associated with the failure to meet with the required Waste Management Plan, or failure to sort and place items in the correct containers, shall be charged back to the Prime Contractor.
19. Each Prime Contractor is responsible to perform weekly jobsite safety inspections of working areas along with a written report of all items that are inspected & notated. Each Prime Contractors shall conduct weekly jobsite safety meetings with all direct employees and any subcontractors that are working onsite and require sign in sheets. Copies of the inspection reports and safety meeting notes/sign in sheets which shall be provided to the Construction Manager on a weekly basis. All Prime Contractors are required to address any safety hazards brought to their attention by the Construction Manager within 24 hours from the time of receiving of safety notification. Each Prime Contractor is required to notify the Construction Manager of any medium or high-risk activity that is/or will be occurring on a weekly basis.
20. Prime contractor is responsible to secure all materials related to this bid package timely. Any supply chain delays due to pandemic will be considered non compensable.
21. Provide Bluebeam updated as-builts updated on a monthly basis once work activities for each trade commences. Deviations from the original design will need to be delineated on the Bluebeam as-builts. These as-builts are to be reviewed and signed off by the IOR and CM at the end of each month. At project closeout, provide a full-size electronic PDF as-built set for the Owner.

#### **BUILDING AND SITE ELECTRICAL:**

22. Furnish all labor, material, equipment, services and skilled supervision necessary for the construction, erection, installation, connections, testing and adjustment of all electrical systems so that they are complete

and commissioned.

23. Provide safe-off of all electrified items being removed as a part of the project. Include potholing, exploratory activities, and minor demolition required to locate and safe-off items to be removed. Demolition and disposal of items to be removed is by BP#01 contractor.
24. Provide disconnection, removal, temporary storage, and reinstallation of existing ultraviolet air fixtures. Include any additional, support, conduit, and wiring to install at new locations.
25. Coordinate and provide onsite layout with BP#01 Prime Contractor to determine exact limits of all demolition, framing, and blocking required for installation of work provided under this work scope. Provide all sleeves, conduit, boxes & associated fire caulking for the, Low Voltage/Communications for Fire Alarm. Coordinate with other trades to ensure all locations and types of conduit/sleeves/boxes are correct prior to beginning of installation.
26. Coordinate with the Concrete Contractor and other trades to ensure placement locations of sleeves, if required, are correct prior to and during the installation of concrete formwork.
27. Conduits, couplers, connectors, and junction boxes furnished and installed for the Fire Alarm will be red in color.
28. Where conduit sizes are not indicated, and size is not apparent, request clarification from the Electrical Engineer prior to proceeding. Include in the contract amount, conduit sized per similar applications and per applicable code requirements.
29. Provide underground conduit including excavation, trenching, temporary shoring, slurry, colored concrete envelope, duct banks, tape, pull boxes, pull rope, equipment slab boxes, electrical manholes/covers, plates, grating, transformer pads, frames, grounding devices, warning tape and other materials as required for a complete installation. Layout and install all pull boxes and yard boxes 1 inch above or as required for surrounding elevations for site work.
30. Provide all excavation, backfill, compaction, and spoil haul-off for this Bid Package. Include saw cut, removal, and offsite disposal of concrete and paving materials removed for installation of new work. All excess soils should be disposed of offsite. Contractor to maintain +/- 1/10 of finish grade elevation upon final backfill activities. Coordinate with BP#01 contractor to backfill subgrade to appropriate grades for patch-back of concrete and asphalt paving areas. Patch-back of concrete and asphalt paving is provided by BP#01. Provide temporary protection of utilities and maintain continuous site access at trenches/excavation for this scope of work including 3/4"plywood and steel traffic plates, as required. Provide all temporary fencing for underground electrical installations not reflected in Construction Manager's logistics plan. Include relocation of temporary fencing as needed to accommodate project schedule. Installation of trench plates must comply with ADA requirements for locations where pedestrian traffic may occur due and must not prevent a tripping hazard at those locations.
31. Electrical Contractor is responsible for layout, surveying, and contacting/acquiring the various underground utility companies to locate their service lines affected by this project. The utilities are, but not limited to, Spectrum cable, AT&T SoCal Gas Co., Pacific Gas and Electric, City of Bakersfield Water Resources, and SoCal Edison.
32. Provide all power, lighting, lighting controls, etc., including all conduits, raceways, cabling, circuitry, power poles, connectors, fittings, pull boxes, bays, jacks, blocks, panels, terminals, equipment, etc. as specified in the Contract Documents and as required for a complete installation.
33. Provide and install all wall and ceiling access panels as required for items in this Bid Package. Coordinate with framing contractor for location and framing requirements.
34. Install all line voltage electrical conduits, cable, and wire for HVAC controls systems. Coordinate with HVAC contractor for location and placement of installations.



35. Provide all finish electrical fixtures. Review all fixtures in the fixture schedule prior to submittal of fixture package submittal. Include all necessary components, boxes, switches, conduits, transformers or attachment accessories needed to provide complete installation of the specified fixture.
36. Provide any electrical work specified in Architectural drawings.
37. Provide power, wiring and connections to all fire/smoke detection devices in accordance with the Contract Documents.
38. Provide all line voltage power, conduit, wiring and connections to all other trades' permanent equipment whether the electrical connections are shown. Request clarification from the engineer for circuiting information if not indicated.
39. Properly coordinate the locations and dimensional requirements of all work items (i.e. conduit, fixtures, equipment, etc.) with all other building trades so that conflicts and incorrect locations are avoided. Verify that all items for this bid package will fit within the designed wall cavities, ceiling spaces, furred areas, etc. before floors, decks or underground work is installed.
40. Provide grounding system as required.
41. Provide all conduit and wire to all electronically activated bathroom fixtures, including but not limited to automatic flush valves, hand dryers, automatic dispensers, etc. These items are to be connected whether or not they are specifically shown on the electrical drawings.
42. Provide disconnect switches and motor starters if applicable for equipment, supplied by this and other Contractors, as required. Locations of disconnect switches to be coordinated with other Contractors to ensure clear view from equipment to disconnect switch. Include all supports.
43. Provide plywood backboards, anchor bolts, access panels, conduit trapezes, substructures, embeds and attachments (unistrut, angles, channels, wires, threaded rod, misc. steel fasteners, seismic anchorage etc.) as required for the installation of all equipment and fixtures for this bid package.
44. It is this Contractor's responsibility to provide an onsite Foreman familiar with the project during the installation and placement of all embeds, hangers and straps to ensure that correct location and elevations are achieved for items required under this scope of work. Coordinate with the Concrete and Framing Contractors for layout and delivery of these items to accommodate pour and framing schedules. Approve layout of these items before and during concrete pours and framing activities by the project electrical foreman. Any embeds, or framing modifications required after concrete and framing are complete will be the responsibility of this contractor including any concrete, drywall and wall finish demolition, patch and repair.
45. Install pull ropes in all spare conduits and empty conduits or as otherwise required.
46. Install all light fixtures in areas of suspended ceiling grids. Ceiling Contractor to provide slack safety wires for items installed under this work scope at suspended ceiling grids. All screw attachments of items installed under this work scope to suspended ceiling grids shall be provided under this work scope. Provide onsite layout and coordination with ceiling contractor for locations of slack safety wires for items installed under this work scope.
47. This contractor to provide seismic supports and other related items for all work installed under this scope as indicated in plans.
48. Furnish and install all specified labeling, stenciling, tagging identification of equipment and all systems installed in this Contract.
49. Prior to installing rough in, Contractor to verify equipment power ratings for correct voltage and phase. Coordinate all shop drawings with architectural, plumbing, and HVAC and other contractors to minimize conflicts before installation begins. Verify the space required above the linear ceiling before starting work activities.

50. At the commencement of construction, the Electrical Contractor shall coordinate a meeting through the Construction Manager with all trades that require electrical power. All items and equipment shall be verified for voltage, amperage, phase, location, orientation, space requirements, type of connection, starter, and disconnect locations and provisions, control system operation, etc. Any discrepancies shall be brought to the attention of the architect.
51. Provide and maintain temporary lighting through the completion of the project per the latest CALOSHA safety orders but not less than 1 watt per square foot (. Reroute and relocate as required for different phases of construction. Provide and maintain temporary lighting to exterior staging and storage areas after dark for security purposes at not less than eight (8) locations.
52. Permanent lights will be used during the installation of finishes. In the event that permanent lights are not available, provide temporary lighting. Replace all burned out lamps just prior to the District occupancy. Warranty of fixtures shall begin at time of Owner occupancy.
53. Provide and maintain temporary power cords/boxes for all trades through the completion of the project (from temporary power panel). This Prime Contractor is responsible for providing and maintain 6 spider boxes (including all necessary cabling) as directed by the Construction Manager to provide a 100' radius for extension cord access.
54. Perform shut-downs or tie-ins during off-hours. The contract amount shall include any second shift or overtime work and temporary facilities necessary for such work. Notify all parties initially 2 weeks in advance and again 48 hours in advance before deactivating electrical systems. Provide all temporary power and communication service necessary to keep the owner's operations functioning during business hours. Prime Contractor shall be responsible for any damages/claims as a result of unauthorized power and/or communications interruptions.
55. All single line and electrical drawings and diagrams are schematic in nature and actual locations of fixtures and routing of conduit and wiring will vary due to actual job conditions. Include all necessary relocations and re-routing as required for a complete and functional system.
56. Provide all coring and sleeving (including steel sleeves at penetrations) required for the scope of this work. Seal to maintain waterproof/ fire/ smoke/ sound ratings in accordance with the Specifications.
57. Furnish and install fire stop material, joint sealants and safing at all electrical penetrations through walls, ceilings and slabs to meet all code requirements. Include sealants, caulking, backer rods, fire and smoke seals, etc.
58. Provide temporary protection and weatherproofing of wall and roof openings and penetrations related to this Bid Package during construction.
59. Provide all seismic expansion joints, flexible connections or wires, bracing and supports for all items installed under this Bid Package
60. Provide rough-in and final electrical connections for all Owner furnished equipment and all electrical items in casework.
61. Provide final cleaning of all equipment, fixtures, and fixture lenses at a time as directed by Construction Manager. All light fixture lenses shall be protected by plastic wrapping which shall be removed by this Prime Contractor at the completion of this project or as directed by the Construction Manager.
62. Provide and install all audio/visual systems as indicated in the construction documents. Provide and install wiring, conduit, and trays as required.
63. Provide a conduit connection for all in line duct detectors to the adjacent CFSD damper for relay control and a conduit connection and single gang backbox to be installed in ceiling tile for the associated remote test station switch for duct detector. Remote test station switch to be provided by this Prime Contractor.

64. Provide exterior water sprinkler bell and associated IOB-R special backbox If applicable.
65. Provide and mount terminal cabinets above all fire alarm control cabinets and connect with conduits. Provide wiring and dedicated breaker for the panel cabinets. Verify that locations for FA panel cabinets are acceptable.
66. Provide complete lighting control system as specified.
67. Provide a complete and operational fire alarm system. Provide full coordination and scope coverage between the HVAC and other Prime Contractors for smoke/fire dampers and duct/mechanical equipment smoke detection systems. Remove all existing conduit pathways not reused for installation of new work. Provide new conduit pathways as needed to accommodate locations of new work.
68. The fire alarm system for this building shall be designed to meet all requirements for the District's network fire alarm system. Include all panel types, network cards and media cards etc. needed for the integration of this building into a networked system.
69. This Prime Contractor is responsible for maintaining the existing fire alarm system operational in accordance with the phasing plan and construction schedule. Modernized building to migrate into new fire alarm panel and system per the phasing plan. If maintaining the existing system is not possible, this Prime Contractor is responsible to provide fire watch during the school hours for the occupied buildings without active fire alarm system.
70. Furnish all duct fire & smoke detectors to the HVAC Contractor for their installation. Provide all wiring and connection of these items.
71. Provide fire alarm monitoring and shut-down capability of all air-moving equipment. Include terminations at all equipment. Fully coordinate with all other Prime Contractors for connection and integration of all items/equipment being monitored by the fire alarm system.
72. All single line and electrical drawings and diagrams are schematic in nature and actual locations of fixtures and routing of conduit and wiring will vary due to actual job conditions. Include all necessary relocations a re-routing as required for a complete and functional system.
73. Perform fire alarm test and acceptance with the appropriate governing agencies when required and at the completion of the project. After-hours and weekend testing shall be included at no extra charge, if required.
74. Provide extra smoke detector heads and bases for attic stock at end of project (not to be used during testing for warranty).
75. Provide separate full-size set of colored as-builts for electrical and fire alarm updated on a monthly basis once work activities for each trade commences. Deviations from the original design will need to be delineated on the as-builts in color. As a minimum, depth locations of conduits and distances from a fixed item, are required information on the as-builts. These as-builts are to be reviewed and signed off by the IOR and CM at the end of each month.
76. Provide installation of Owner-furnished electrical equipment. Equipment is stored at the District's warehouse located at 1201 Citation Way, Bakersfield, CA. Provide all accommodations required for craning, loading and transport from the warehouse to the site. This contractor is responsible for any damage to equipment resulting from loading and transport from the warehouse. This contractor is responsible for the installation of all owner furnished items listed under Attachment A in this scope summary.

#### **ALLOWANCES:**

1. Provide an allowance for a stipulated sum/price of \$125,000.00 as set forth in the Bid Form and Proposal. This Allowance shall be utilized only with written approval by the District and is not to be used to fulfill obligations under this contract. Contractor's costs, without overhead and profit, for products, delivery,

installation, labor, insurance, payroll, taxes, bonding, and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.

- a) This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. This allowance shall be included in the Base Bid.

**EXCLUSIONS:**

- Slack safety wires for items installed in suspended acoustical ceilings.
- HVAC low voltage controls conduits

**ATTACHMENT A**  
**BID PACKAGE #RES-06 – ELECTRICAL, LOW VOLTAGE, & FIRE ALARM**  
**OFCI EQUIPMENT LIST\***

Roosevelt

Electrical Equipment

	Qty	Unit	Designation	Product	Description	Vendor	PO/QN	Date
1	1	EA	MS	Square D Standard Swbd-QED-2 Switchboard	480Y/277V 3Ph 4W 60Hz, 1600A, 65kA SCCR, Indoor Type 3R Non-Walk-in, 1600A Main Breaker, Aluminum Bus	Schneider	Q-4656526	2/1/2024
2	1	EA	400AMP DISC.	HU365R	Heavy Duty Safety Switch 400A 3P 600V Non-Fusible NEMA 3R	Schneider	Q-4656527	2/2/2024
3	1	EA	TDP	EX225T3H	Dry Type Transformer 225kVA 480V Primary 208Y/120V Secondary	Schneider	Q-4656528	2/3/2024
4	1	EA	PD	NF MB Panel (INTERIOR)	NF Main Breaker Panel Interior, 480Y/277V 3Ph 4W 60Hz, 400A/3P LA Main Breaker, 10kA SCCR, 42 Circuit	Schneider	Q-4656529	2/4/2024
5	1	EA	PB	NF MB Panel (INTERIOR)	NF Main Breaker Panel Interior, 480Y/277V 3Ph 4W 60Hz, 300A/3P LA Main Breaker, 10kA SCCR, 42 Circuit	Schneider	Q-4656530	2/5/2024
6	1	EA	PE	NF MB Panel (INTERIOR)	NF Main Breaker Panel Interior, 480Y/277V 3Ph 4W 60Hz, 90A/3P HD Main Breaker, 10kA SCCR, 42 Circuit	Schneider	Q-4656531	2/6/2024
7	1	EA	PC	NF MB Panel (INTERIOR)	NF Main Breaker Panel Interior, 480Y/277V 3Ph 4W 60Hz, 250A/3P JD Main Breaker, 10kA SCCR, 42 Circuit	Schneider	Q-4656532	2/7/2024
8	1	EA		AL800P6K	Circuit Breaker Mechanical Lug Kit for 800A Frames	Schneider	Q-4656533	2/8/2024
9	1	EA	DP	I-Line MB Panel (INTERIOR)	I-Line Main Breaker Panel Interior, 208Y/120V 3Ph 4W 60Hz, 800A/3P MG Main Breaker, 10kA SCCR, 36" of Branch Breaker Mounting Space	Schneider	Q-4656534	2/9/2024
10	1	EA	DP1	NQ ML Panel (INTERIOR)	NQ Main Lug Panel Interior, 208Y/120V 3Ph 4W 60Hz, 400A Main Lug Only, 10kA SCCR, 30 Circuit	Schneider	Q-4656535	2/10/2024

Mechanical

Equipment

	Qty	Unit	Product	Description	Vendor	PO/Bid No.	Date
1	16	EA	Carrier HP-1 (5) Ton Unit Model: 50GCQM06 Electric		SIGLER WHOLESALE DISTRIBUTORS	P24002907	8/24/2023
2	1	EA	Carrier HP-2 (2) Ton Unit Model: 50VT-C24 Electric		SIGLER WHOLESALE DISTRIBUTORS	P24002907	8/24/2023
3	2	EA	Carrier HP-3 (6) Ton Unit Model: 50FCQM07 Electric		SIGLER WHOLESALE DISTRIBUTORS	P24002907	8/24/2023
4	8	EA	Greenheck EF-1 Model: SP-A190-VG		NORMAN S. WRIGHT DUCKWORTH MECHANICAL EQUIPMENT CO. LLC	P24003187	8/29/2023
5						23-06-01	7/14/2023
6	33	Exhaust Fan	Greenheck EF-1 Model: SP-A190-VG	Ceiling	Greenheck SP-AS0-90-VG	23-06-02	7/14/2023
7	9	Exhaust Fan	Greenheck EF-2 Model: CUE-095-VG	Roof	Greenheck CUE-095-VG	23-06-03	7/14/2023
8	2	Exhaust Fan	Greenheck EF-3 Model: SP-A190-VG	Ceiling	Greenheck SP-A390-VG	23-06-04	7/14/2023
9	16	Exhaust Fan	Greenheck EF-4 Model: CUE-099-VG	Roof	Greenheck CUE-099-VG	23-06-05	7/14/2023
10	1	Exhaust Fan	Greenheck EF-5 Model: CUE-070-VG	Roof	Greenheck CUE-070-VG	23-06-06	7/14/2023
11	1	Exhaust Fan	Greenheck EF-6 Model: SP-A70-QD	Ceiling	Greenheck SP-AS0-90-VG	23-06-07	7/14/2023
12	4	Exhaust Fan	Greenheck EF-7 Model: SP-A110-QD	Ceiling	Greenheck SP-A110	23-06-08	7/14/2023
	2	Exhaust Fan	Greenheck PEF-1 Model: CUE-160-VG	Roof	Greenheck CUE-160-VG		

\*This list of equipment has been compiled based on information provided by the district in the attached documents. This list is being provided for reference purposes only and should not be considered a comprehensive or definitive account of all equipment purchased by the district. The contractor is responsible for verifying the accuracy and completeness of this list and ensuring that all necessary equipment is accounted for in their bid.

**Prepared By:**  
jerry whitbey  
6100 schirra ct  
Bakersfield, CA 93313  
jerry.whitbey@graybar.com  
D:661-835-4362

**Proposal Name:** ROOSEVELT E.S.

**Quote Name:** ROOSEVELT E.S.

**Proposal Number:** P-240109-4208838

**Quote Number:** Q-4656526

**Quote Date:** 02/01/2024

**Through Addenda Number:** 0

**Sales Representative:** Dave Bruun

### Conditions of Sale

*This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PL0043/>*

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance.  
Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

panel PD: provide five 50/3 circuit breakers per schedule. Contractor erroneously submitted five 20/3 breakers

DPG Engineering, Inc.	
<b>SUBMITTAL REVIEW</b>	
<input checked="" type="checkbox"/> Approved	<input checked="" type="checkbox"/> Note Markings
<input type="checkbox"/> Rejected	<input type="checkbox"/> Submit Specified Items
<input type="checkbox"/> Resubmit	<input type="checkbox"/> See Attached Comments
<p>Corrections or comments made on the shop drawings during this submittal review does not relieve the contractor from compliance with the requirements of the drawings and specifications. This review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades and performing his work in a safe and satisfactory manner.</p>	
Date <u>2-13-24</u>	By <u>GM</u>

**Prepared By:**

jerry whitbey  
6100 schirra ct  
Bakersfield,CA 93313  
jerry.whitbey@graybar.com  
D:661-835-4362

**Proposal Name:** ROOSEVELT E.S.

**Quote Name:** ROOSEVELT E.S.

---

**Proposal Number:** P-240109-4208838

**Quote Number:** Q-4656526

**Quote Date:** 02/01/2024

**Through Addenda Number:** 0

**Sales Representative:** Dave Bruun

**Conditions of Sale**

*This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PL0043/>*

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance.

Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Seq #	Qty	Product Description
1	1	<p><b>Designation : MS</b></p> <p><b>Product Details:</b></p> <p>1 - Square D Standard Swbd-QED-2 Switchboard</p> <p>-----</p> <p>Square D Standard Swbd  Designed and Tested in accordance with:  UL 891/NATIONAL ELECTRIC CODE/NEMA PB-2  System Voltage - 480Y/277V 3Ph 4W 60Hz  System Ampacity - 1600A  Source Description - Single Main  Bussing - Aluminum Plated w/Tin and Copper  Plated w/Silver  Neutral Bus - 100%  Max Available Fault Current (RMS) - 65kA  Installed Location: Indoor  Enclosure - Type 3R Non-Walk-in  Accessibility: Front Only  Rodent Barrier  Exterior Paint Color - ANSI 49  Ground Lug provided for each device  Aluminum Ground Bus  Seismic Qualified</p> <p>Dimensions</p> <p>-----</p> <p>2 - 42" Wide Section(s)  1 - 36" Wide Section(s)  1 - Dimensions: 120.00" W X 35.5" D X 91.5"H  3 - 35.5" Deep Enclosure(s)  Approximate Weight: 2882.00 lbs / 1307.28 kgs</p> <p>Incoming Requirements</p> <p>-----</p> <p>Suitable for Use As Service Entrance  Entry Point: Left of Lineup, Through the  Bottom  Connection Type: Cable  Reverse Feed  Hot Sequence Utility: Pacific Gas &amp; Electric  (CA)  Standard Door Pattern 1-30in Door, 2 Sockets</p> <p>Mains</p> <p>-----</p> <p>1 - 1600AS/1600AT 480V 100% Rated 65 kA 3  Pole UL, Fixed Mounted Electronic Trip  Circuit Breaker: Type RK  Power Trip Unit, Long Time, Short Time,  Instantaneous, Ground Fault  Padlock Attachment  Energy Reduction Maintenance Switch</p> <p>Feeders</p> <p>-----</p> <p>2 - 300AT 480V 80% Rated 65 kA 3 Pole UL,  Group Mounted Basic Electronic Trip  Circuit Breaker: Type MJ  1 - 350AT 480V 80% Rated 65 kA 3 Pole UL,  Group Mounted Basic Electronic Trip  Circuit Breaker: Type MJ  Lug Kit AL800P6K  3 - 400AT 480V 80% Rated 65 kA 3 Pole UL,  Group Mounted Basic Electronic Trip  Circuit Breaker: Type MJ  Lug Kit AL800P6K  2 - 20AT 480V 80% Rated 65 kA 3 Pole UL,  Group Mounted Thermal Magnetic Circuit  Breaker: Type BJ  1 - 30AT 480V 80% Rated 65 kA 3 Pole UL,  Group Mounted Thermal Magnetic Circuit</p>



Breaker: Type BJ  
3 - 100AT 480V 80% Rated 3 Pole UL, Group  
Mounted Thermal Magnetic Prepared  
Space: Type BJ  
1 - 100AT 480V 80% Rated 65 kA 3 Pole UL,  
Group Mounted Thermal Magnetic Circuit  
Breaker: Type BJ  
1 - 40AT 480V 80% Rated 65 kA 3 Pole UL,  
Group Mounted Thermal Magnetic Circuit  
Breaker: Type BJ  
1 - 15AT 480V 80% Rated 65 kA 3 Pole UL,  
Group Mounted Thermal Magnetic Circuit  
Breaker: Type BJ

Seq #	Qty	Product Description
2	1	<b>Designation :</b> 400AMP DISC. <b>Product Details:</b> HU365R-SWITCH NONFUSIBLE HD 600V 400A 3P NEMA3R

Seq #	Qty	Product Description
3	1	<b>Designation :</b> TDP <b>Product Details:</b> 1 - EX225T3H-Transformer Dry Type 225kvVA 480D208Y Transformer Type: DOE 2016 EX or EXN Transformer Rating: 225kVA Transformer Phase: Three Phase Primary Voltage: 480V Delta Secondary Voltage: 208Y/120V Transformer Taps: 6 - 2.5% 2+4- Taps Frequency: 60Hz Transformer Winding Material: Aluminum Sound Level: 49DB Insulation & Temperature: Class 220 (H), 150 Deg C Enclosure Material: Standard Painted ANSI 49 Grey Enclosure Type: Type 1 UL Labeled 1 - 7400WS25J-WEATHERSHIELD CONVERT 25J TO TYPE 3R

Seq #	Qty	Product Description
4	1	<b>Designation :</b> PD <b>Product Details:</b> 1 - NF MB Panel (INTERIOR)-NF Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 10kA Fully Rated Single Main: 400A/3P LA Circuit Breaker Incoming Conductors: 1 - #1 - 600,(2)#1 - 250 kcmil AL Ground Bar Bus: 400A Rated Copper: Silver/Tin Plated 42 Circuit Interior Type 3R/5/12Box: 86H x 20W x 6.5D Incoming: Bottom Trim w/ Box Box Cat No: MH86WP Ref. Drawing: PBA555 Feeders: 1 - Sub-Feed One: 250A/3P JD 5 - 20A/3P EDB Optional Features: Standard Panel (Box Ahead),Seismic Qualification - IBC/ASCE7/CBC/NBCC,Standard Solid Neutral,Standard Ground Bar Branch User Placement 1 - MH86WP-PNLBD ENCLOSURE/BOX T-3R/12 86H 20W

Seq #	Qty	Product Description
5	1	<b>Designation : PB</b> <b>Product Details:</b> 1 - NF MB Panel (INTERIOR)-NF Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 10kA Fully Rated Single Main: 300A/3P LA Circuit Breaker Incoming Conductors: 1 - #1 - 600,(2)#1 - 250 kcmil AL Ground Bar Bus: 400A Rated Copper: Silver/Tin Plated 42 Circuit Interior Type 3R/5/12Box: 68H x 20W x 6.5D Incoming: Bottom Trim w/ Box Box Cat No: MH68WP Ref. Drawing: PBA555 Feeders: 6 - 50A/3P EDB 1 - 90A/3P EDB Optional Features: Standard Panel (Box Ahead),Seismic Qualification - IBC/ASCE7/CBC/NBCC,Standard Solid Neutral,Standard Ground Bar Branch User Placement 1 - MH68WP-PANELBOARD ENCL/BOX TYPE 3R/12 68H 20W

Seq #	Qty	Product Description
6	1	<b>Designation : PE</b> <b>Product Details:</b> 1 - NF MB Panel (INTERIOR)-NF Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 10kA Fully Rated Single Main: 90A/3P HD Circuit Breaker Incoming Conductors: 1 - #14 - 3/0 AWG AL Ground Bar Bus: 125A Rated Copper: Silver/Tin Plated 42 Circuit Interior Type 3R/5/12Box: 50H x 20W x 6.5D Incoming: Bottom Trim w/ Box Box Cat No: MH50WP Ref. Drawing: PBA555 Feeders: 2 - 50A/3P EDB Optional Features: Standard Panel (Box Ahead),Seismic Qualification - IBC/ASCE7/CBC/NBCC,Standard Solid Neutral,Standard Ground Bar Branch User Placement 1 - MH50WP-PANELBOARD ENCL/BOX TYPE 3R/12 50H 20W

Seq #	Qty	Product Description
7	1	<b>Designation : PC</b> <b>Product Details:</b> 1 - NF MB Panel (INTERIOR)-NF Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 10kA Fully Rated Single Main: 250A/3P JD Circuit Breaker Incoming Conductors: 1 - 3/0 - 350 kcmil AL Ground Bar Bus: 250A Rated Copper: Silver/Tin Plated 42 Circuit Interior Type 3R/5/12Box: 56H x 20W x 6.5D Incoming: Bottom Trim w/ Box Box Cat No: MH56WP Ref. Drawing: PBA555

Feeders:  
5 - 50A/3P EDB  
1 - 40A/2P EDB  
Optional Features:  
Standard Panel (Box Ahead),Seismic  
Qualification -  
IBC/ASCE7/CBC/NBCC,Standard Solid  
Neutral,Standard Ground Bar  
1 - MH56WP-PANELBOARD ENCL/BOX TYPE 3R/12 56H 20W

Seq #	Qty	Product Description
8	1	<b>Designation :</b> <b>Product Details:</b> AL800P6K-CIRCUIT BREAKER MECHANICAL LUG KIT 3

Seq #	Qty	Product Description
9	1	<b>Designation :</b> DP <b>Product Details:</b> 1 - I-Line MB Panel (INTERIOR)-I-Line Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 10kA Fully Rated Single Main: 800AS/800AT/3P MG Circuit Breaker 80% Rated Main Trip Function: LI Main Trip Unit: Standard Trip Unit Incoming Conductors: 1 - (3) 3/0 - 500 kcmil AL Ground Bar Bus: 800A Rated Copper: Tin Plated 36" of Mounting Inches Type 3R/5/12Box: 68H x 42W x 12.95D Incoming: Bottom Trim w/ Box Box Cat No: HC4268WP Ref. Drawing PBA412 Type: HCP Feeders: 1 - 400A/3P LA 5 - 100A/2P QB Optional Features: Standard Panel (Box Ahead),Seismic Qualification - IBC/ASCE7/CBC/NBCC,Standard Solid Neutral,Standard Ground Bar,Standard Mains and Feeders Mechanically Restrained 1 - HC4268WP-PNLBD ENCLOSURE/BOX T-3R/12 68H 42W

Seq #	Qty	Product Description
10	1	<b>Designation :</b> DP1 <b>Product Details:</b> 1 - NQ ML Panel (INTERIOR)-NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 10kA Fully Rated Main Lug Only: 400A Incoming Conductors: 1 - 1/0 - 750, (2) 1/0 - 350 kcmil AL Ground Bar Bus: 400A Rated Aluminum: Tin Plated 30 Circuit Interior Type 3R/5/12Box: 50H x 20W x 6.5D Incoming: Bottom Trim w/ Box Box Cat No: MH50WP Ref. Drawing: PBA711 Feeders: 5 - 100A/2P QOB Optional Features: Standard Panel (Box Ahead),Seismic Qualification - IBC/ASCE7/CBC/NBCC,Standard Solid

Neutral, Standard Ground Bar

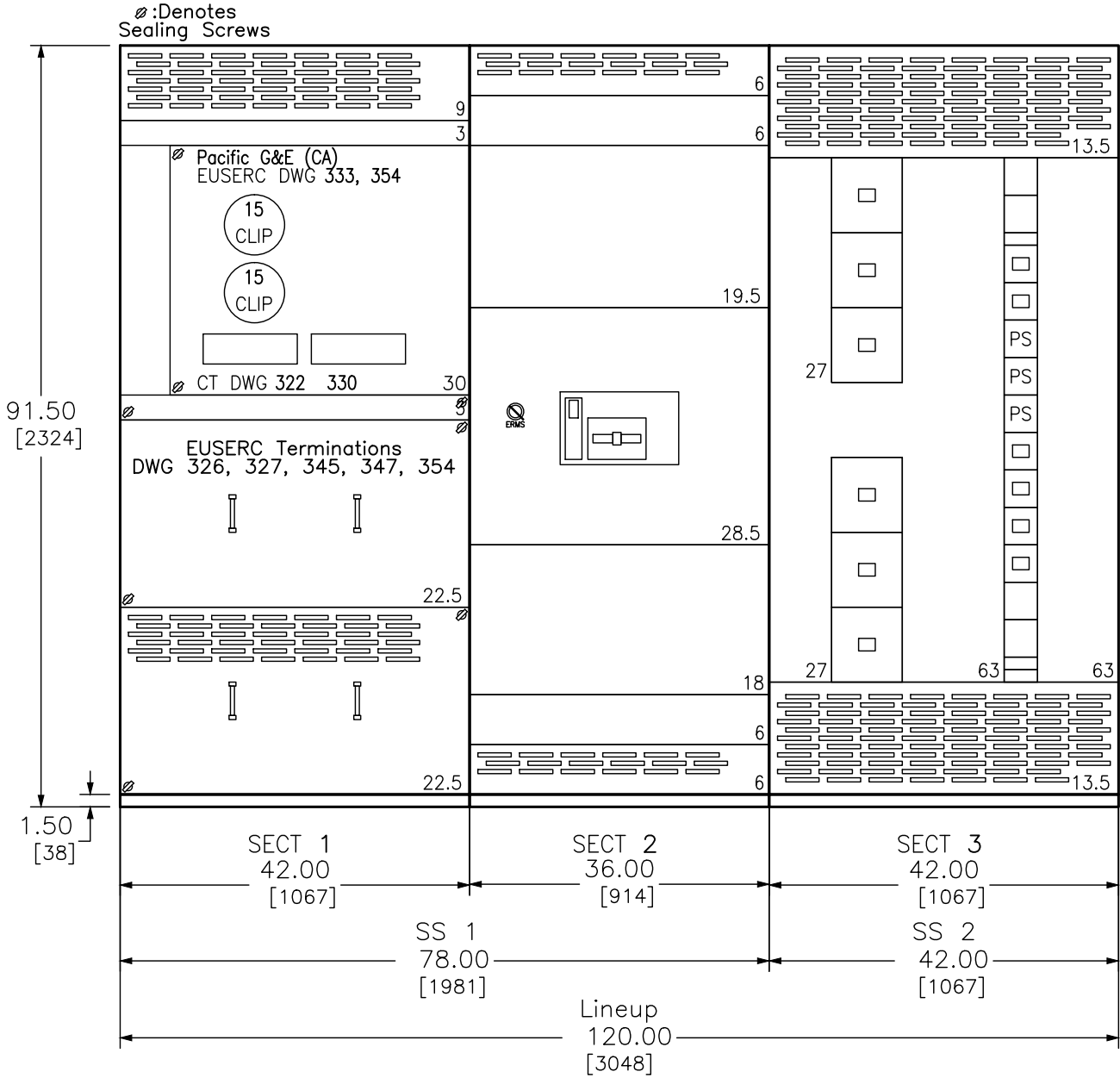
1 - MH50WP-PANELBOARD ENCL/BOX TYPE 3R/12 50H 20W

REV	DESCRIPTION	BY	DATE										
-	----	--	--/--/--	-	----	--	--/--/--	-	----	--	--/--/--	-	----

T-bus  
19.5 in

T-bus  
19.5 in

T-bus  
19.5 in



**SWITCHBOARD GENERAL NOTES**

**PRODUCT DESCRIPTION & RATINGS**

**Power System Data**

480Y/277V 3Ph 4W 60Hz / 3 Phase Wye  
Solidly Grounded  
System Short Circuit Current Rating: 65kA RMS  
Incoming Section 1 Cable Through the Bottom Left of Lineup

**Bus System Data**

1600A Tin/Aluminum & Silver/Copper Main Bus  
(4) .25x2.00 IN/6x51 mm Al Bus Bar Per Phase/Neutral  
(1) .25x1.50 IN/6x38 mm Al Ground Bus

**Enclosure Data**

Type 3R Free Standing  
Exterior Paint Color: ANSI 49  
Front Accessibility Only Required  
Handling: Rollers  
Rodent barriers  
1.5H Corrosion Resist Base Channels  
Base channels cannot be removed from EUSERC switchboard line-ups  
Utility sealing hardware installed for unmetered bus compartments

**Estimated Shipping Weight**

Shipping Split 1 1676.00 lbs / 760.23 kgs  
Shipping Split 2 1206.00 lbs / 547.04 kgs  
Complete Lineup 2882.00 lbs / 1307.28 kgs

**Code Standards**

U.L. Deadfront and suitable for use as Service Entrance  
when not more than six (6) disconnecting means are provided.

**Rating Nameplates**

ST1- Deadfront - Section Bus 1600A  
ST2- Service Entrance - Section Bus 1600A  
ST3- Deadfront - Section Bus 1600A

**PRODUCT INFORMATION**

**Wiring**

All wiring to be Machine Tool Wire type


**Instruction Bulletins**

Reference 80043-055 For Handling, Installation,  
Anchoring, Inspection And Maintenance Information

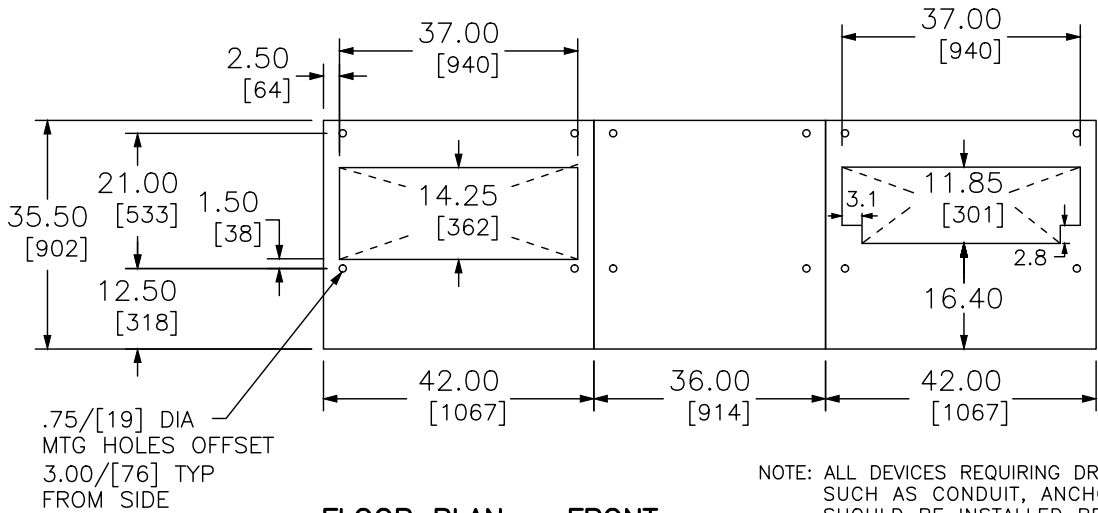
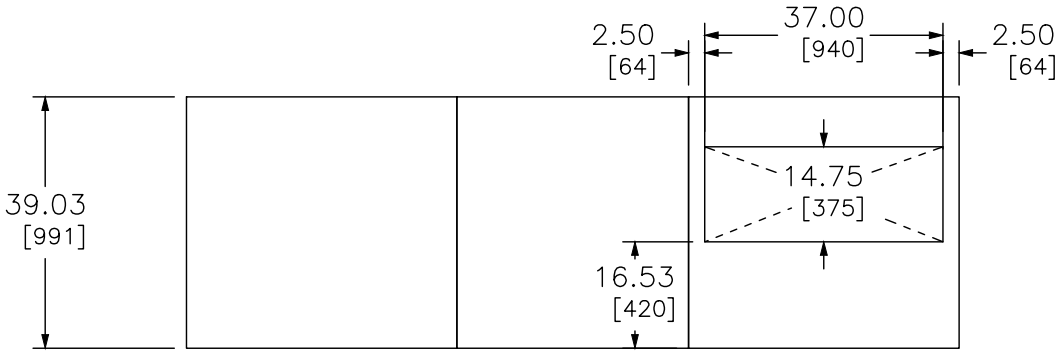
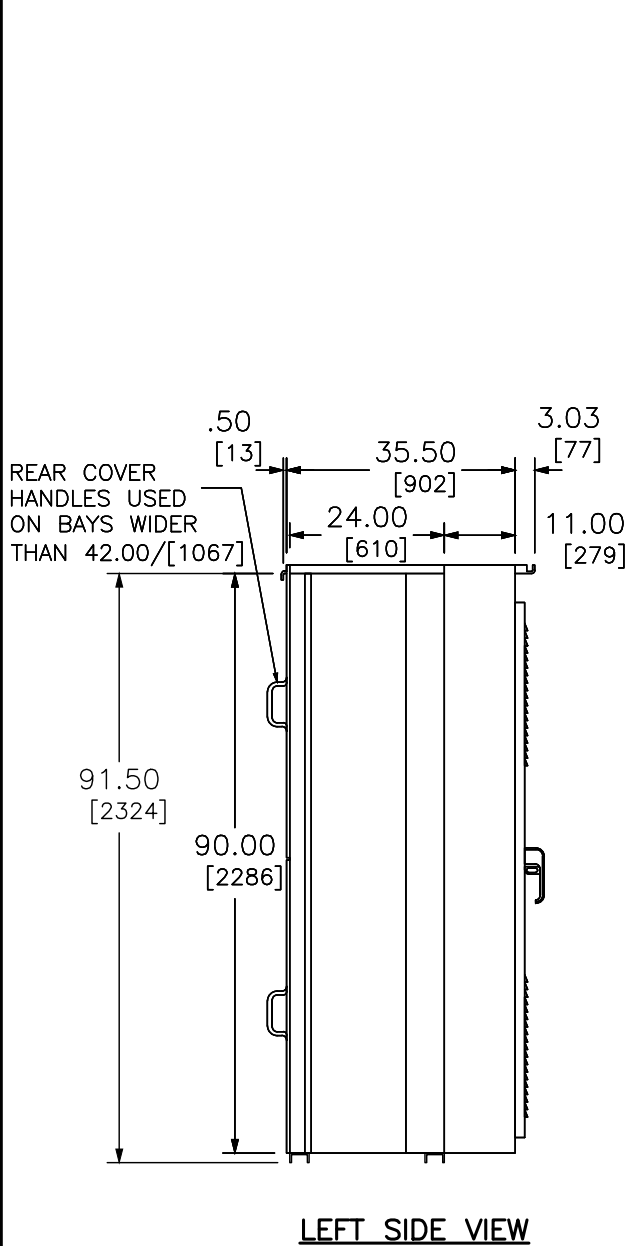
**Product Accessories/Options**

Seismic Qualified  
24V Trip Unit Display Power  
Locally Mounted ERMS Switch

DUAL DIMENSIONS: INCHES  
MILLIMETERS

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	MS
JOB LOCATION:		EQUIPMENT TYPE:	QED-2 Switchboard
DRAWN BY:	(Q2C)	DRAWING TYPE:	GENERAL NOTES
ENGR:		 by Schneider Electric	
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	FQ-4656526-136243668-01
		PG	1
		OF	2
		REV	-

REV	DESCRIPTION	BY	DATE										
-	----	--	--/--/--	-	----	--	--/--/--	-	----	--	--/--/--	-	----



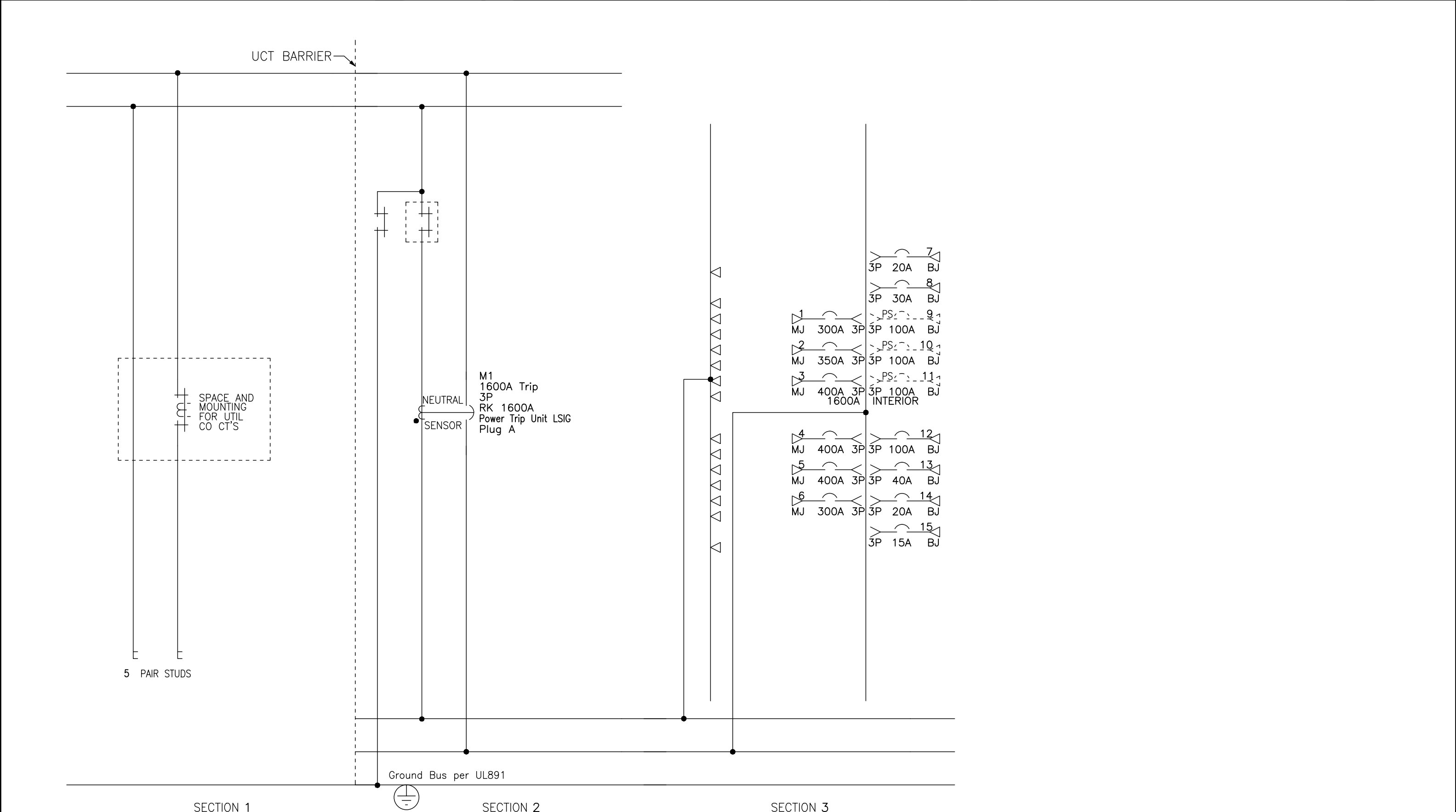
NOTE: ALL DEVICES REQUIRING DRILLING OR INSERTION IN MOUNTING PAD SUCH AS CONDUIT, ANCHORING STUDS, SLEEVE INSERTS, ETC. SHOULD BE INSTALLED BEFORE SETTING EQUIPMENT IN PLACE.


DUAL DIMENSIONS: INCHES  
MILLIMETERS

NOTE:  
A MINIMUM OF 2.00/[51]  
CLEARANCE BEHIND THE  
SWITCHBOARD IS REQUIRED  
FOR TOP COVER OVERHANG.

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	MS
JOB LOCATION:		EQUIPMENT TYPE:	QED-2 Switchboard
DRAWN BY:	(Q2C)	DRAWING TYPE:	SIDE, TOP VIEW & FLOOR PLAN
ENGR:		<b>SQUARE D</b> by Schneider Electric	
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	FQ-4656526-136243668-01
		PG	2 OF 2
		REV	-

REV	DESCRIPTION	BY	DATE										
-	----	--	--/--/--	-	----	--	--/--/--	-	----	--	--/--/--	-	----



JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	MS
JOB LOCATION:		EQUIPMENT TYPE:	QED-2 Switchboard
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE
ENGR:		 by Schneider Electric	
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	QQ-4656526-136243668-01
		PG	1
		OF	2
		REV	-

REV	DESCRIPTION	BY	DATE	-	----	--	--/--/--	-	----	--	--/--/--	-	----
-	----	--	--/--/--	-	----	--	--/--/--	-	----	--	--/--/--	-	----

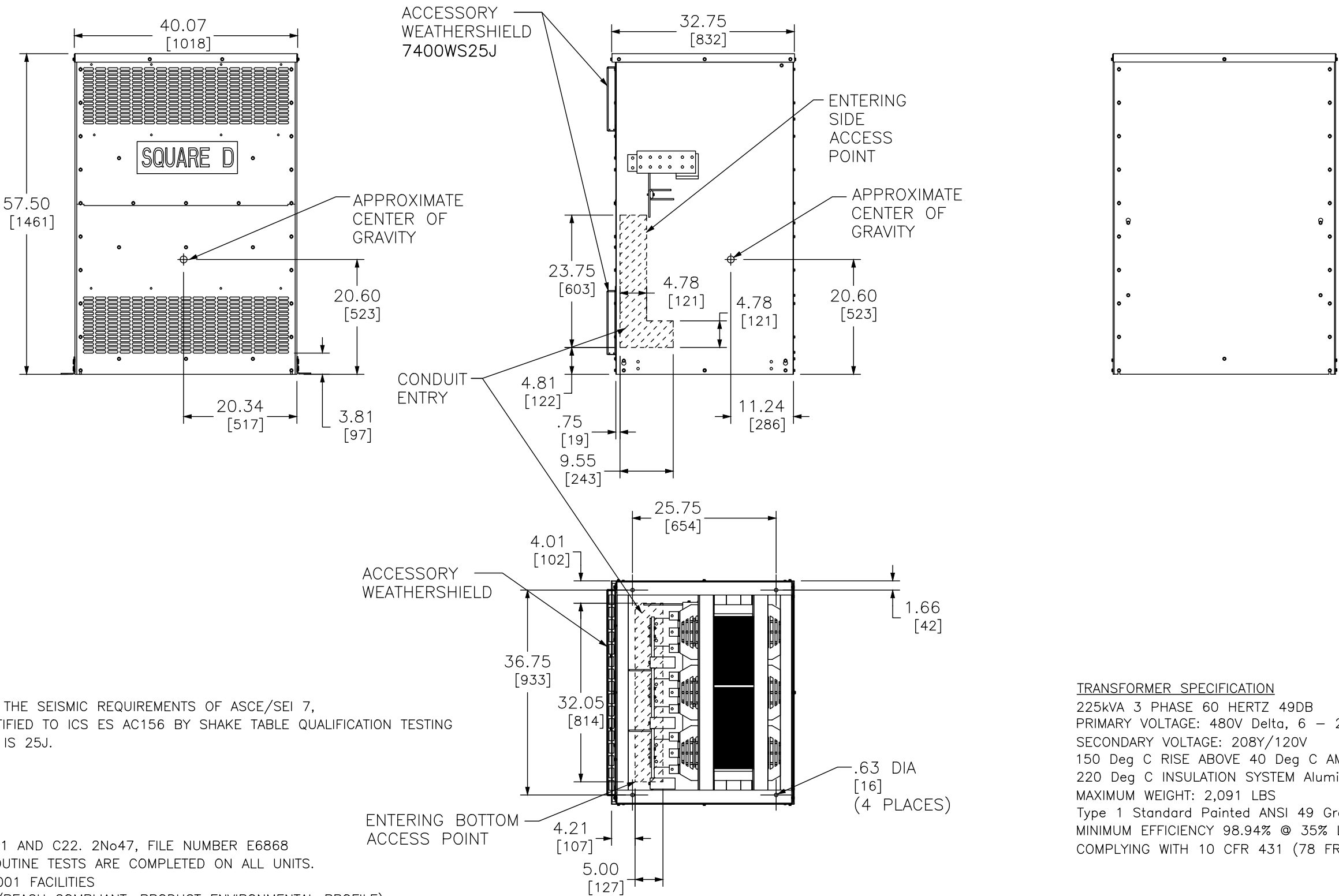
POWER STYLE QED-2 SWITCHBOARD													
SECT NO	CKT NO	IMD /GMD CONFIG	DEVICE/FRAME RATING	TRIP AMP	FUSE/ TRIP	#P	DESIGNATION	N/P	LUG/WIRE INFORMATION				ACCESSORIES / NOTES
									QTY	PHASE WIRE RANGE	QTY	NEUT WIRE RANGE	
1	UCT	—	1600A	—	—	—	Pacific G&E (CA)	No	5	Pair Studs	5	Pair Studs	
2	M1	FIX	RK 1600A Plug A 100%	1600A	P-LSIG	3P		No	—	—	—	—	GF PLA,ERMS,TU
3	1	9 in	MJ	300A	—	3P		No	1	3/0 — 500 kcmil	1	3/0 — 500kcmil	
3	2	9 in	MJ	350A	—	3P		No	1	600 kcmil	1	600 kcmil	LK1
3	3	9 in	MJ	400A	—	3P		No	1	600 kcmil	1	600 kcmil	LK1
3	4	9 in	MJ	400A	—	3P		No	1	600 kcmil	1	600 kcmil	LK1
3	5	9 in	MJ	400A	—	3P		No	1	600 kcmil	1	600 kcmil	LK1
3	6	9 in	MJ	300A	—	3P		No	1	3/0 — 500 kcmil	1	3/0 — 500kcmil	
3	7	4.5 in	BJ	20A	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	
3	8	4.5 in	BJ	30A	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	
3	9	4.5 in	BJ (PS)	(100A)	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	
3	10	4.5 in	BJ (PS)	(100A)	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	
3	11	4.5 in	BJ (PS)	(100A)	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	
3	12	4.5 in	BJ	100A	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	
3	13	4.5 in	BJ	40A	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	
3	14	4.5 in	BJ	20A	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	
3	15	4.5 in	BJ	15A	—	3P		No	1	#14 — 1/0 AWG	1	#14 — 1/0 AWG	

LEGEND	
ERMS	Energy Reduction Maintenance SW
GF	Ground Fault
LK1	AL800P6K Lug Kit
PLA	Padlock Attachment—Fixed
TU	24V Trip Unit Display Power

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	MS
JOB LOCATION:		EQUIPMENT TYPE:	QED-2 Switchboard
DRAWN BY:	(Q2C)	DRAWING TYPE:	SCHEDULE
ENGR:		<div>SQUARE D™ by Schneider Electric</div>	
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-136243668-01
		PG	2 OF 2
		REV	—



REV	DESCRIPTION	BY	DATE	-	----	--	---/---/---	-	----	--	---/---/---
-	----	--	--/---/---	-	----	--	---/---/---	-	----	--	---/---/---




SEISMIC QUALIFICATION  
TO BE COMPLIANT WITH THE SEISMIC REQUIREMENTS OF ASCE/SEI 7,  
THIS UNIT IS SELF CERTIFIED TO ICS ES AC156 BY SHAKE TABLE QUALIFICATION TESTING  
THE ENCLOSURE ABOVE IS 25J.

NOTES:  
cULus LISTED TO UL1561 AND C22. 2No47, FILE NUMBER E6868  
NEMA ST-20 (2014) ROUTINE TESTS ARE COMPLETED ON ALL UNITS.  
MANUFACTURED IN ISO9001 FACILITIES  
GREEN PREMIUM (RoHS/REACH COMPLIANT, PRODUCT ENVIRONMENTAL PROFILE)  
REGISTERED TO DOE VIA 10 CFR 429 & NRCAN  
MINIMUM SIDE AND REAR CLEARANCE 1/2 INCH PER UL1561 ALCOVE TESTING.  
FRONT ACCESS MUST COMPLY WITH NEC WORK SPACE REQUIREMENTS.  
WIRE ACCESS SHOWN SHADED ABOVE. LOCATIONS ARE FRONT SIDES AND FRONT BOTTOM.

TRANSFORMER SPECIFICATION  
225kVA 3 PHASE 60 HERTZ 49DB  
PRIMARY VOLTAGE: 480V Delta, 6 - 2.5% 2+4- Taps  
SECONDARY VOLTAGE: 208Y/120V  
150 Deg C RISE ABOVE 40 Deg C AMBIENT  
220 Deg C INSULATION SYSTEM Aluminum WINDING  
MAXIMUM WEIGHT: 2,091 LBS  
Type 1 Standard Painted ANSI 49 Grey  
MINIMUM EFFICIENCY 98.94% @ 35% LOADING 75 Deg C  
COMPLYING WITH 10 CFR 431 (78 FR 23335-APRIL 18, 2013)

EX225T3H

DUAL DIMENSIONS: INCHES  
MILLIMETERS

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	TDP
JOB LOCATION:		EQUIPMENT TYPE:	LV DISTRIBUTION TRANSFORMER
DRAWN BY:	(Q2C)	DRAWING TYPE:	ELEVATION VIEW
ENGR:		 by Schneider Electric	
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	NOT FOR CONSTRUCTION	DWG# FQ-4656526-136246663-01

CKT NO	ACCESSORIES	TYPE	RATING AMP/P
1		EDB	20/3
3			
5			
7		EDB	20/3
9			
11			
13		EDB	20/3
15			
17			
19	BLANK		
21	BLANK		
23	BLANK		
25	BLANK		
27	BLANK		
29	BLANK		
31	BLANK		
33	BLANK		
35	BLANK		
37	BLANK		
39	BLANK		
41	BLANK		

JD  
S/F  
250

M/B 400A LA  
A B C

S/N

S/N

RATING AMP/P	TYPE	ACCESSORIES	CKT NO
20 /3	EDB		2
			4
			6
			8
20 /3	EDB		10
			12
		BLANK	14
		BLANK	16
		BLANK	18
		BLANK	20
		BLANK	22
		BLANK	24
		BLANK	26
		BLANK	28
		BLANK	30
		BLANK	32
		BLANK	34
		BLANK	36
		BLANK	38
		BLANK	40
		BLANK	42

OPTIONAL FEATURES:  
SEISMICALLY QUALIFIED : IBC/ASCE7/CBC/NBCC  
BRANCH USER PLACEMENT  
ALUMINUM SOLID NEUTRAL  
ALUMINUM GROUND BAR  
Maximum Panel Weight 296.  
Depth Center of Gravity 6.5  
Elevation Center of Gravity 43.0  
Vertical Center of Gravity 10.0

```

SYSTEM: 480Y/277V 3Ph 4W 60Hz
        System Ampacity: 400A
        10kA SYMS. SCCR
        Fully Rated
MAIN:   MAIN BREAKER LA 400A
        Bottom FEED
        30kA AIR
        INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:
        Wire Bending Space:
            Phase Lugs:1 - #1 - 600,(2)#1 - 250 kcmil
-----BRANCH SUMMATION-----
1 - 250A/3P JD                    5 - 20A/3P EDB

```

Page 12 of 24

REV	DESCRIPTION	BY	DATE	--	----	--	---/---/---
-	----	--	---/---/---	-	----	--	---/---/---

REQUIREMENTS FOR SEISMIC RATING

SQUARE D PANELBOARDS HAVE BEEN TESTED TO IBC/ASCE7/CBC/NBCC.

THE PANELBOARD TYPES LISTED BELOW MEET THE IBC/ASCE7/CBC/NBCC.

PANELBOARD TYPE	ENCLOSURE TYPE
NQ	TYPE 1, 3R, 5, 12, 4/4X (SS)
NQ COLUMN WIDTH	TYPE 1
NF (STANDARD OR COLUMN WIDTH)	TYPE 1, 3R, 5, 12, 4/4X (SS)
I-LINE	TYPE 1, 3R, 5, 12, 4/4X (SS)
QMB	TYPE 1, 3R, 5, 12, 4/4X (SS)

GUIDELINES:

- 1) BOLT-ON CIRCUIT BREAKERS ARE REQUIRED ON NQ AND NF PANELBOARDS.
- 2) ENCLOSURES MUST BE SECURED TO THE WALL OR STRUCTURE BY UTILIZING ALL MOUNTING HOLES PROVIDED IN THE ENCLOSURE AND SECURED WITH SAE GRADE 5 STEEL BOLTS SIZED PER THE MOUNTING HOLES.

ANCHORING CONDITIONS

TO MAINTAIN SEISMIC QUALIFICATIONS, EQUIPMENT MUST BE INSTALLED PER MANUAL (SEE GENERAL NOTES) IN ADDITION TO ANY SEISMIC ANCHORING DETAILS PROVIDED BY OTHERS. DO NOT INSTALL EQUIPMENT BEFORE APPROVED SEISMIC ANCHORING DETAILS HAVE BEEN OBTAINED AND SITE PREPARATIONS HAVE BEEN. MADE IN ACCORDANCE WITH THE APPROVED SIESMIC ANCHORING DETAILS. ALL POST-INSTALLED ANCHORS SHALL BE APPROVED FOR SEISMIC LOADS.

CENTER OF GRAVITY:


THE CG INFORMATION PROVIDED BELOW SHOULD ONLY BE USED FOR SEISMIC ANCHORING CALCULATIONS.

ELEVATION CENTER OF GRAVITY: 43.0	"ABOVE BOTTOM OF ENCLOSURE
DEPTH CENTER OF GRAVITY: 6.5	"FROM BACK WALL OF ENCLOSURE
VERTICAL CENTER OF GRAVITY: 10.0	"FROM LEFT WALL OF ENCLOSURE

SECTION WEIGHT:

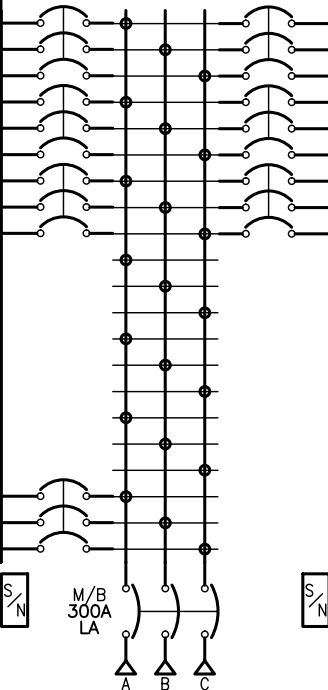
THE WEIGHTS GIVEN BELOW ARE THE MAXIMUM FOR EACH SECTION AND SHOULD BE USED FOR CALCULATING. SEISMIC ANCHORING REQUIREMENTS

MAXIMUM PANEL WEIGHT: 296. LBS / 134.KGS

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	PD
JOB LOCATION:		EQUIPMENT TYPE:	NF (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024	by Schneider Electric	
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-137301556-S1
		PG 1	OF 1
		REV	-

REV	DESCRIPTION	BY	DATE	--	----	--	---/---/---
--	----	--	---/---/---	--	----	--	---/---/---

CKT NO	ACCESSORIES	TYPE	RATING AMP/P		RATING AMP/P	TYPE	ACCESSORIES	CKT NO
1								2
3		EDB	50/3		50/3	EDB		4
5								6
7								8
9		EDB	50/3		50/3	EDB		10
11								12
13								14
15		EDB	50/3		50/3	EDB		16
17								18
19	BLANK						BLANK	20
21	BLANK						BLANK	22
23	BLANK						BLANK	24
25	BLANK						BLANK	26
27	BLANK						BLANK	28
29	BLANK						BLANK	30
31	BLANK						BLANK	32
33	BLANK						BLANK	34
35	BLANK						BLANK	36
37							BLANK	38
39		EDB	90/3				BLANK	40
41							BLANK	42



PHYSICAL DATA

ENCLOSURE Type 3R/5/12  
FRONT CAT#: Trim w/Box  
BOX CAT#: MH68WP

DIMENSIONS:  
68"(1727mm)Hx20"(508mm)Wx6.5"(165mm)D

WIRE BENDING SPACE:  
TOP - 12.25"(312)mm  
BOTTOM - 15"(381)mm  
SIDE - 4.1"(105)mm

PBA: 555

BUSSING: 400A RATED COPPER BUS  
Silver/Tin Plated

OPTIONAL FEATURES:  
SEISMICALLY QUALIFIED : IBC/ASCE7/CBC/NBCC  
BRANCH USER PLACEMENT  
ALUMINUM SOLID NEUTRAL  
ALUMINUM GROUND BAR  
Maximum Panel Weight 234.  
Depth Center of Gravity 6.5  
Elevation Center of Gravity 34.0  
Vertical Center of Gravity 10.0

ELECTRICAL DATA

SYSTEM: 480Y/277V 3Ph 4W 60Hz  
System Ampacity: 300A  
10kA SYMS. SCCR  
Fully Rated

MAIN: MAIN BREAKER LA 300A  
Bottom FEED  
30kA AIR  
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:  
Wire Bending Space:  
Phase Lugs:1 - #1 - 600,(2)#1 - 250 kcmil

-----BRANCH SUMMATION-----  
6 - 50A/3P EDB 1 - 90A/3P EDB

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	PB
JOB LOCATION:		EQUIPMENT TYPE:	NF (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-137302411-01
		PG	1 OF 1
		REV	--

REV	DESCRIPTION	BY	DATE	--	----	--	---/---/---
-	----	--	---/---/---	-	----	--	---/---/---

REQUIREMENTS FOR SEISMIC RATING

SQUARE D PANELBOARDS HAVE BEEN TESTED TO IBC/ASCE7/CBC/NBCC.

THE PANELBOARD TYPES LISTED BELOW MEET THE IBC/ASCE7/CBC/NBCC.

PANELBOARD TYPE	ENCLOSURE TYPE
NQ	TYPE 1, 3R, 5, 12, 4/4X (SS)
NQ COLUMN WIDTH	TYPE 1
NF (STANDARD OR COLUMN WIDTH)	TYPE 1, 3R, 5, 12, 4/4X (SS)
I-LINE	TYPE 1, 3R, 5, 12, 4/4X (SS)
QMB	TYPE 1, 3R, 5, 12, 4/4X (SS)

GUIDELINES:

- 1) BOLT-ON CIRCUIT BREAKERS ARE REQUIRED ON NQ AND NF PANELBOARDS.
- 2) ENCLOSURES MUST BE SECURED TO THE WALL OR STRUCTURE BY UTILIZING ALL MOUNTING HOLES PROVIDED IN THE ENCLOSURE AND SECURED WITH SAE GRADE 5 STEEL BOLTS SIZED PER THE MOUNTING HOLES.

ANCHORING CONDITIONS

TO MAINTAIN SEISMIC QUALIFICATIONS, EQUIPMENT MUST BE INSTALLED PER MANUAL (SEE GENERAL NOTES) IN ADDITION TO ANY SEISMIC ANCHORING DETAILS PROVIDED BY OTHERS. DO NOT INSTALL EQUIPMENT BEFORE APPROVED SEISMIC ANCHORING DETAILS HAVE BEEN OBTAINED AND SITE PREPARATIONS HAVE BEEN. MADE IN ACCORDANCE WITH THE APPROVED SIESMIC ANCHORING DETAILS. ALL POST-INSTALLED ANCHORS SHALL BE APPROVED FOR SEISMIC LOADS.

CENTER OF GRAVITY:


THE CG INFORMATION PROVIDED BELOW SHOULD ONLY BE USED FOR SEISMIC ANCHORING CALCULATIONS.

ELEVATION CENTER OF GRAVITY: 34.0	"ABOVE BOTTOM OF ENCLOSURE
DEPTH CENTER OF GRAVITY: 6.5	"FROM BACK WALL OF ENCLOSURE
VERTICAL CENTER OF GRAVITY: 10.0	"FROM LEFT WALL OF ENCLOSURE

SECTION WEIGHT:

THE WEIGHTS GIVEN BELOW ARE THE MAXIMUM FOR EACH SECTION AND SHOULD BE USED FOR CALCULATING. SEISMIC ANCHORING REQUIREMENTS

MAXIMUM PANEL WEIGHT: 234. LBS / 106.KGS

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	PB
JOB LOCATION:		EQUIPMENT TYPE:	NF (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-137302411-S1
		PG 1	OF 1
		REV	-

REV	DESCRIPTION	BY	DATE	---	---	---	---
---	---	---	---	---	---	---	---

CKT NO	ACCESSORIES	TYPE	RATING AMP/P		RATING AMP/P	TYPE	ACCESSORIES	CKT NO
1							BLANK	2
3		EDB	50/3				BLANK	4
5							BLANK	6
7							BLANK	8
9		EDB	50/3				BLANK	10
11							BLANK	12
13	BLANK						BLANK	14
15	BLANK						BLANK	16
17	BLANK						BLANK	18
19	BLANK						BLANK	20
21	BLANK						BLANK	22
23	BLANK						BLANK	24
25	BLANK						BLANK	26
27	BLANK						BLANK	28
29	BLANK						BLANK	30
31	BLANK						BLANK	32
33	BLANK						BLANK	34
35	BLANK						BLANK	36
37	BLANK						BLANK	38
39	BLANK						BLANK	40
41	BLANK						BLANK	42

S/N

M/B  
90A  
HD

A B C

S/N

PHYSICAL DATA

ENCLOSURE Type 3R/5/12  
FRONT CAT#: Trim w/Box  
BOX CAT#: MH50WP

DIMENSIONS:  
50''(1270mm)Hx20''(508mm)Wx6.5''(165mm)D

WIRE BENDING SPACE:  
TOP - 6.25''(159)mm  
BOTTOM - 9.5''(242)mm  
SIDE - 4.1''(105)mm

PBA: 555

BUSSING: 125A RATED COPPER BUS  
Silver/Tin Plated

OPTIONAL FEATURES:  
SEISMICALLY QUALIFIED : IBC/ASCE7/CBC/NBCC  
BRANCH USER PLACEMENT  
ALUMINUM SOLID NEUTRAL  
ALUMINUM GROUND BAR  
Maximum Panel Weight 172.  
Depth Center of Gravity 6.5  
Elevation Center of Gravity 25.0  
Vertical Center of Gravity 10.0

ELECTRICAL DATA

SYSTEM: 480Y/277V 3Ph 4W 60Hz  
System Ampacity: 90A  
10kA SYMS. SCCR  
Fully Rated

MAIN: MAIN BREAKER HD 90A  
Bottom FEED  
18kA AIR  
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:  
Wire Bending Space:  
Phase Lugs:1 - #14 - 3/0 AWG

-----BRANCH SUMMATION-----  
2 - 50A/3P EDB

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	PE
JOB LOCATION:		EQUIPMENT TYPE:	NF (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:		SQUARE D by Schneider Electric	
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-137307272-01
		PG 1	OF 1
		REV	---

REV	DESCRIPTION	BY	DATE	--	----	--	---/---/---
-	----	--	---/---/---	-	----	--	---/---/---

REQUIREMENTS FOR SEISMIC RATING

SQUARE D PANELBOARDS HAVE BEEN TESTED TO IBC/ASCE7/CBC/NBCC.

THE PANELBOARD TYPES LISTED BELOW MEET THE IBC/ASCE7/CBC/NBCC.

PANELBOARD TYPE	ENCLOSURE TYPE
NQ	TYPE 1, 3R, 5, 12, 4/4X (SS)
NQ COLUMN WIDTH	TYPE 1
NF (STANDARD OR COLUMN WIDTH)	TYPE 1, 3R, 5, 12, 4/4X (SS)
I-LINE	TYPE 1, 3R, 5, 12, 4/4X (SS)
QMB	TYPE 1, 3R, 5, 12, 4/4X (SS)

GUIDELINES:

- 1) BOLT-ON CIRCUIT BREAKERS ARE REQUIRED ON NQ AND NF PANELBOARDS.
- 2) ENCLOSURES MUST BE SECURED TO THE WALL OR STRUCTURE BY UTILIZING ALL MOUNTING HOLES PROVIDED IN THE ENCLOSURE AND SECURED WITH SAE GRADE 5 STEEL BOLTS SIZED PER THE MOUNTING HOLES.

ANCHORING CONDITIONS

TO MAINTAIN SEISMIC QUALIFICATIONS, EQUIPMENT MUST BE INSTALLED PER MANUAL (SEE GENERAL NOTES) IN ADDITION TO ANY SEISMIC ANCHORING DETAILS PROVIDED BY OTHERS. DO NOT INSTALL EQUIPMENT BEFORE APPROVED SEISMIC ANCHORING DETAILS HAVE BEEN OBTAINED AND SITE PREPARATIONS HAVE BEEN. MADE IN ACCORDANCE WITH THE APPROVED SIESMIC ANCHORING DETAILS. ALL POST-INSTALLED ANCHORS SHALL BE APPROVED FOR SEISMIC LOADS.

CENTER OF GRAVITY:


THE CG INFORMATION PROVIDED BELOW SHOULD ONLY BE USED FOR SEISMIC ANCHORING CALCULATIONS.

ELEVATION CENTER OF GRAVITY: 25.0	"ABOVE BOTTOM OF ENCLOSURE
DEPTH CENTER OF GRAVITY: 6.5	"FROM BACK WALL OF ENCLOSURE
VERTICAL CENTER OF GRAVITY: 10.0	"FROM LEFT WALL OF ENCLOSURE

SECTION WEIGHT:

THE WEIGHTS GIVEN BELOW ARE THE MAXIMUM FOR EACH SECTION AND SHOULD BE USED FOR CALCULATING. SEISMIC ANCHORING REQUIREMENTS

MAXIMUM PANEL WEIGHT: 172. LBS / 78.2KGS

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	PE
JOB LOCATION:		EQUIPMENT TYPE:	NF (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-137307272-S1
		PG 1	OF 1
		REV	-

REV	DESCRIPTION	BY	DATE	--	---	---	---
--	----	--	---/---/---	--	---	---	---

CKT NO	ACCESSORIES	TYPE	RATING AMP/P		RATING AMP/P	TYPE	ACCESSORIES	CKT NO
1								2
3		EDB	50/3		50/3	EDB		4
5								6
7								8
9		EDB	50/3		50/3	EDB		10
11								12
13								14
15		EDB	50/3		40/2	EDB		16
17							BLANK	18
19	BLANK						BLANK	20
21	BLANK						BLANK	22
23	BLANK						BLANK	24
25	BLANK						BLANK	26
27	BLANK						BLANK	28
29	BLANK						BLANK	30
31	BLANK						BLANK	32
33	BLANK						BLANK	34
35	BLANK						BLANK	36
37	BLANK						BLANK	38
39	BLANK						BLANK	40
41	BLANK						BLANK	42

PHYSICAL DATA

ENCLOSURE Type 3R/5/12  
FRONT CAT#: Trim w/Box  
BOX CAT#: MH56WP

DIMENSIONS:  
56”(1422mm)Hx20”(508mm)Wx6.5”(165mm)D

WIRE BENDING SPACE:  
TOP – 5”(127)mm  
BOTTOM – 12.75”(324)mm  
SIDE – 4.1”(105)mm

PBA: 555

BUSSING: COPPER BUS  
Silver/Tin Plated

OPTIONAL FEATURES:  
SEISMICALLY QUALIFIED : IBC/ASCE7/CBC/NBCC  
ALUMINUM SOLID NEUTRAL  
ALUMINUM GROUND BAR  
Maximum Panel Weight 193.  
Depth Center of Gravity 6.5  
Elevation Center of Gravity 28.0  
Vertical Center of Gravity 10.0

ELECTRICAL DATA

SYSTEM: 480Y/277V 3Ph 4W 60Hz  
System Ampacity: 250A  
10kA SYMS. SCCR  
Fully Rated

MAIN: MAIN BREAKER JD 250A  
Bottom FEED  
18kA AIR  
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:  
Wire Bending Space:  
Phase Lugs:1 – 3/0 – 350 kcmil

-----BRANCH SUMMATION-----  
5 – 50A/3P EDB                      1 – 40A/2P EDB

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	PC
JOB LOCATION:		EQUIPMENT TYPE:	NF (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024	by Schneider Electric	
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-137307734-01
		PG 1	OF 1
		REV	--



REV	DESCRIPTION	BY	DATE	--	----	--	--/--/--
-	----	--	--/--/--	-	----	--	--/--/--

REQUIREMENTS FOR SEISMIC RATING

SQUARE D PANELBOARDS HAVE BEEN TESTED TO IBC/ASCE7/CBC/NBCC.

THE PANELBOARD TYPES LISTED BELOW MEET THE IBC/ASCE7/CBC/NBCC.

PANELBOARD TYPE	ENCLOSURE TYPE
NQ	TYPE 1, 3R, 5, 12, 4/4X (SS)
NQ COLUMN WIDTH	TYPE 1
NF (STANDARD OR COLUMN WIDTH)	TYPE 1, 3R, 5, 12, 4/4X (SS)
I-LINE	TYPE 1, 3R, 5, 12, 4/4X (SS)
QMB	TYPE 1, 3R, 5, 12, 4/4X (SS)

GUIDELINES:

- 1) BOLT-ON CIRCUIT BREAKERS ARE REQUIRED ON NQ AND NF PANELBOARDS.
- 2) ENCLOSURES MUST BE SECURED TO THE WALL OR STRUCTURE BY UTILIZING ALL MOUNTING HOLES PROVIDED IN THE ENCLOSURE AND SECURED WITH SAE GRADE 5 STEEL BOLTS SIZED PER THE MOUNTING HOLES.

ANCHORING CONDITIONS

TO MAINTAIN SEISMIC QUALIFICATIONS, EQUIPMENT MUST BE INSTALLED PER MANUAL (SEE GENERAL NOTES) IN ADDITION TO ANY SEISMIC ANCHORING DETAILS PROVIDED BY OTHERS. DO NOT INSTALL EQUIPMENT BEFORE APPROVED SEISMIC ANCHORING DETAILS HAVE BEEN OBTAINED AND SITE PREPARATIONS HAVE BEEN. MADE IN ACCORDANCE WITH THE APPROVED SIESMIC ANCHORING DETAILS. ALL POST-INSTALLED ANCHORS SHALL BE APPROVED FOR SEISMIC LOADS.

CENTER OF GRAVITY:


THE CG INFORMATION PROVIDED BELOW SHOULD ONLY BE USED FOR SEISMIC ANCHORING CALCULATIONS.

ELEVATION CENTER OF GRAVITY: 28.0	"ABOVE BOTTOM OF ENCLOSURE
DEPTH CENTER OF GRAVITY: 6.5	"FROM BACK WALL OF ENCLOSURE
VERTICAL CENTER OF GRAVITY: 10.0	"FROM LEFT WALL OF ENCLOSURE

SECTION WEIGHT:

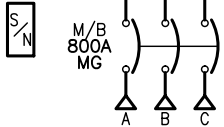
THE WEIGHTS GIVEN BELOW ARE THE MAXIMUM FOR EACH SECTION AND SHOULD BE USED FOR CALCULATING. SEISMIC ANCHORING REQUIREMENTS

MAXIMUM PANEL WEIGHT: 193. LBS / 87.6KGS

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	PC
JOB LOCATION:		EQUIPMENT TYPE:	NF (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-137307734-S1
		PG 1	OF 1
		REV	-

REV	DESCRIPTION	BY	DATE	---	---	---	---
---	---	---	---	---	---	---	---

CKT NO	ACCESSORIES	TYPE	RATING AMP/P	PHASE BUS CONN	PHASE BUS CONN	RATING AMP/P	TYPE	ACCESSORIES	CKT NO
	4.50" BLANK							1.50" BLANK	
	4.50" BLANK							1.50" BLANK	
	1.50" BLANK								
	1.50" BLANK								
1		LA	400/3	A B C	<div>18.00" MTG MAX FRAME P ON LEFT J ON RIGHT HCP PHASE BUS FRONT AØ BØ CØ BACK</div>	B A C A C B B A C A	100 /2 100 /2 100 /2 100 /2 100 /2 100 /2 100 /2 100 /2	QB QB QB QB QB QB QB QB	2 4 6 8 10



PHYSICAL DATA

ENCLOSURE Type 3R/5/12  
FRONT CAT#: Trim w/Box  
BOX CAT#: HC4268WP

DIMENSIONS:  
68"(1727mm)Hx42"(1067mm)Wx12.95"(329mm)D  
WIRE BENDING SPACE:  
TOP – 11.66"(296mm)  
BOTTOM – 16.18"(411mm)  
LEFT SIDE – 8.66"(220mm)  
RIGHT SIDE – 8.77"(223mm)  
PBA: 412

BUSSING: 800A RATED COPPER BUS  
Tin Plated

OPTIONAL FEATURES:  
SEISMICALLY QUALIFIED : IBC/ASCE7/CBC/NBCC  
ALUMINUM SOLID NEUTRAL  
ALUMINUM GROUND BAR  
Maximum Panel Weight 660.  
Depth Center of Gravity 12.9  
Elevation Center of Gravity 34.0  
Vertical Center of Gravity 21.0

ELECTRICAL DATA

SYSTEM: 208Y/120V 3Ph 4W 60Hz  
System Ampacity: 800A  
10kA SYMS. SCCR  
Fully Rated  
MAIN: MAIN BREAKER MG 800AS/800AT  
ACC: STD LI  
Bottom FEED  
65kA AIR  
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:  
Wire Bending Space:  
Phase Lugs:1 – (3) 3/0 – 500 kcmil  
-----BRANCH SUMMATION-----  
1 – 400A/3P LA 5 – 100A/2P QB

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	DP
JOB LOCATION:		EQUIPMENT TYPE:	I-Line (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-138329990-01
		PG	1 OF 1
		REV	---



REV	DESCRIPTION	BY	DATE	--	----	--	--/--/--
--	----	--	--/--/--	--	----	--	--/--/--

REQUIREMENTS FOR SEISMIC RATING

SQUARE D PANELBOARDS HAVE BEEN TESTED TO IBC/ASCE7/CBC/NBCC.

THE PANELBOARD TYPES LISTED BELOW MEET THE IBC/ASCE7/CBC/NBCC.

PANELBOARD TYPE	ENCLOSURE TYPE
NQ	TYPE 1, 3R, 5, 12, 4/4X (SS)
NQ COLUMN WIDTH	TYPE 1
NF (STANDARD OR COLUMN WIDTH)	TYPE 1, 3R, 5, 12, 4/4X (SS)
I-LINE	TYPE 1, 3R, 5, 12, 4/4X (SS)
QMB	TYPE 1, 3R, 5, 12, 4/4X (SS)

GUIDELINES:

- 1) BOLT-ON CIRCUIT BREAKERS ARE REQUIRED ON NQ AND NF PANELBOARDS.
- 2) ENCLOSURES MUST BE SECURED TO THE WALL OR STRUCTURE BY UTILIZING ALL MOUNTING HOLES PROVIDED IN THE ENCLOSURE AND SECURED WITH SAE GRADE 5 STEEL BOLTS SIZED PER THE MOUNTING HOLES.

ANCHORING CONDITIONS

TO MAINTAIN SEISMIC QUALIFICATIONS, EQUIPMENT MUST BE INSTALLED PER MANUAL (SEE GENERAL NOTES) IN ADDITION TO ANY SEISMIC ANCHORING DETAILS PROVIDED BY OTHERS. DO NOT INSTALL EQUIPMENT BEFORE APPROVED SEISMIC ANCHORING DETAILS HAVE BEEN OBTAINED AND SITE PREPARATIONS HAVE BEEN. MADE IN ACCORDANCE WITH THE APPROVED SIESMIC ANCHORING DETAILS. ALL POST-INSTALLED ANCHORS SHALL BE APPROVED FOR SEISMIC LOADS.

CENTER OF GRAVITY:


THE CG INFORMATION PROVIDED BELOW SHOULD ONLY BE USED FOR SEISMIC ANCHORING CALCULATIONS.

ELEVATION CENTER OF GRAVITY: 34.0	"ABOVE BOTTOM OF ENCLOSURE
DEPTH CENTER OF GRAVITY: 12.9	"FROM BACK WALL OF ENCLOSURE
VERTICAL CENTER OF GRAVITY: 21.0	"FROM LEFT WALL OF ENCLOSURE

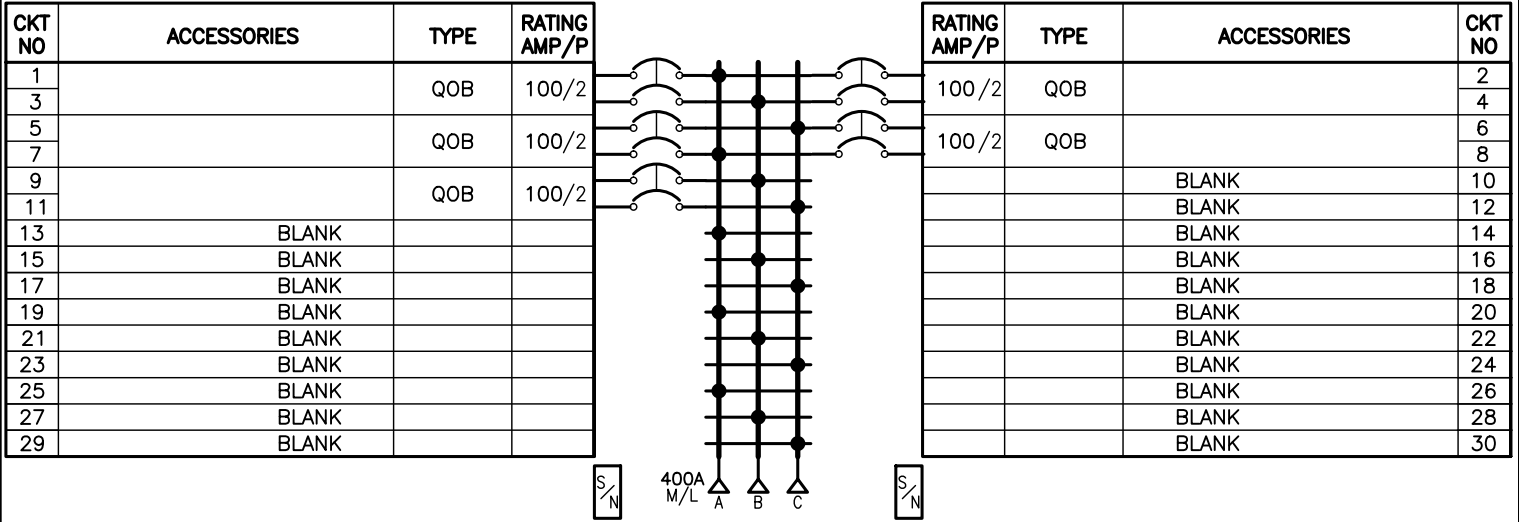
SECTION WEIGHT:

THE WEIGHTS GIVEN BELOW ARE THE MAXIMUM FOR EACH SECTION AND SHOULD BE USED FOR CALCULATING. SEISMIC ANCHORING REQUIREMENTS

MAXIMUM PANEL WEIGHT: 660. LBS / 299.KGS

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	DP
JOB LOCATION:		EQUIPMENT TYPE:	I-Line (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-138329990-S1
		PG 1	OF 1
		REV	--

REV	DESCRIPTION	BY	DATE	--	---	---	---
--	----	--	---/---/---	--	---	---	---



PHYSICAL DATA

ENCLOSURE Type 3R/5/12  
FRONT CAT#: Trim w/Box  
BOX CAT#: MH50WP

DIMENSIONS:  
50''(1270mm)Hx20''(508mm)Wx6.5''(165mm)D

WIRE BENDING SPACE:  
TOP - 12.25''(312)mm  
BOTTOM - 17.1''(435)mm  
SIDE - 5.9''(150)mm

PBA: 711

BUSSING: 400A RATED ALUMINUM BUS  
Tin Plated

OPTIONAL FEATURES:  
SEISMICALLY QUALIFIED : IBC/ASCE7/CBC/NBCC  
ALUMINUM SOLID NEUTRAL  
ALUMINUM GROUND BAR  
Maximum Panel Weight 137.  
Depth Center of Gravity 6.5  
Elevation Center of Gravity 25.0  
Vertical Center of Gravity 10.0

ELECTRICAL DATA

SYSTEM: 208Y/120V 3Ph 4W 60Hz  
System Ampacity: 400A  
10kA SYMS. SCCR  
Fully Rated

MAIN: MAIN LUGS : 400A  
Bottom FEED  
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:  
Wire Bending Space:  
Phase Lugs:1 - 1/0 - 750, (2) 1/0 - 350 kcmil

-----BRANCH SUMMATION-----  
5 - 100A/2P QOB

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	DP1
JOB LOCATION:		EQUIPMENT TYPE:	NQ (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-138331122-01
		PG	1 OF 1
		REV	--

REV	DESCRIPTION	BY	DATE	--	----	--	---/---/---
-	----	--	---/---/---	-	----	--	---/---/---

REQUIREMENTS FOR SEISMIC RATING

SQUARE D PANELBOARDS HAVE BEEN TESTED TO IBC/ASCE7/CBC/NBCC.

THE PANELBOARD TYPES LISTED BELOW MEET THE IBC/ASCE7/CBC/NBCC.

PANELBOARD TYPE	ENCLOSURE TYPE
NQ	TYPE 1, 3R, 5, 12, 4/4X (SS)
NQ COLUMN WIDTH	TYPE 1
NF (STANDARD OR COLUMN WIDTH)	TYPE 1, 3R, 5, 12, 4/4X (SS)
I-LINE	TYPE 1, 3R, 5, 12, 4/4X (SS)
QMB	TYPE 1, 3R, 5, 12, 4/4X (SS)

GUIDELINES:

- 1) BOLT-ON CIRCUIT BREAKERS ARE REQUIRED ON NQ AND NF PANELBOARDS.
- 2) ENCLOSURES MUST BE SECURED TO THE WALL OR STRUCTURE BY UTILIZING ALL MOUNTING HOLES PROVIDED IN THE ENCLOSURE AND SECURED WITH SAE GRADE 5 STEEL BOLTS SIZED PER THE MOUNTING HOLES.

ANCHORING CONDITIONS

TO MAINTAIN SEISMIC QUALIFICATIONS, EQUIPMENT MUST BE INSTALLED PER MANUAL (SEE GENERAL NOTES) IN ADDITION TO ANY SEISMIC ANCHORING DETAILS PROVIDED BY OTHERS. DO NOT INSTALL EQUIPMENT BEFORE APPROVED SEISMIC ANCHORING DETAILS HAVE BEEN OBTAINED AND SITE PREPARATIONS HAVE BEEN. MADE IN ACCORDANCE WITH THE APPROVED SIESMIC ANCHORING DETAILS. ALL POST-INSTALLED ANCHORS SHALL BE APPROVED FOR SEISMIC LOADS.

CENTER OF GRAVITY:


THE CG INFORMATION PROVIDED BELOW SHOULD ONLY BE USED FOR SEISMIC ANCHORING CALCULATIONS.

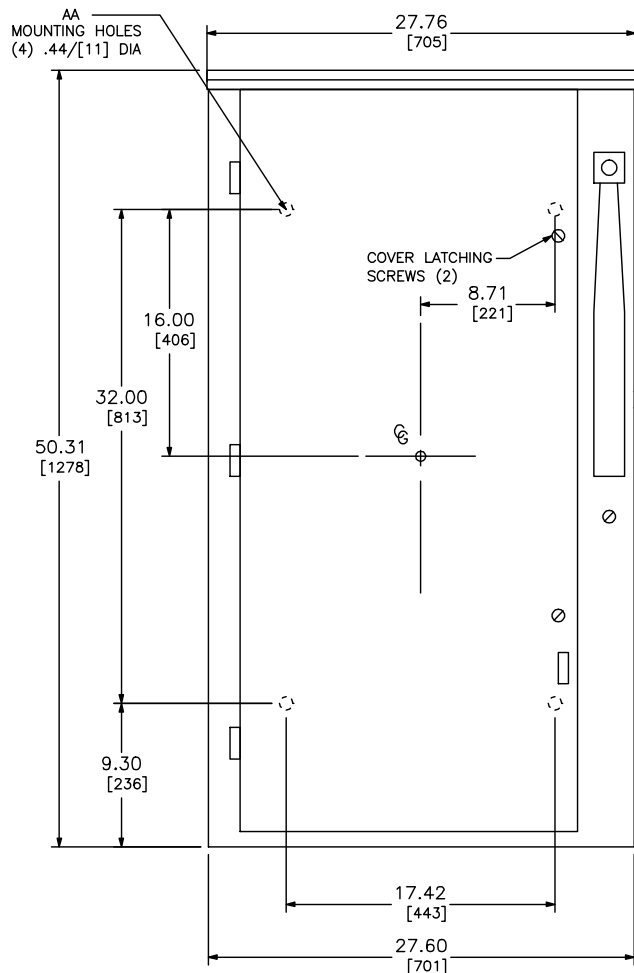
ELEVATION CENTER OF GRAVITY: 25.0	"ABOVE BOTTOM OF ENCLOSURE
DEPTH CENTER OF GRAVITY: 6.5	"FROM BACK WALL OF ENCLOSURE
VERTICAL CENTER OF GRAVITY: 10.0	"FROM LEFT WALL OF ENCLOSURE

SECTION WEIGHT:

THE WEIGHTS GIVEN BELOW ARE THE MAXIMUM FOR EACH SECTION AND SHOULD BE USED FOR CALCULATING. SEISMIC ANCHORING REQUIREMENTS

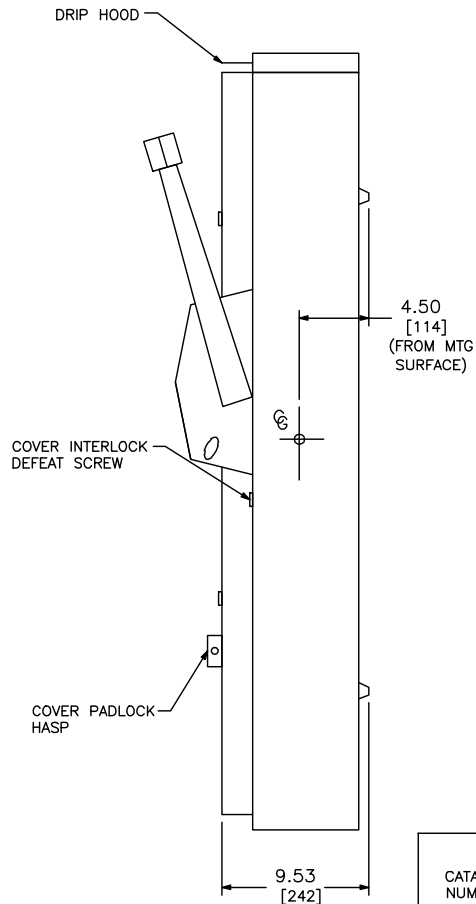
MAXIMUM PANEL WEIGHT: 137. LBS / 62.4KGS

JOB NAME:	ROOSEVELT E S	EQUIPMENT DESIGNATION:	DP1
JOB LOCATION:		EQUIPMENT TYPE:	NQ (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	February 01 2024		
DRAWING STATUS:	QUOTE	DWG#	OQ-4656526-138331122-S1
		PG 1	OF 1
		REV	-

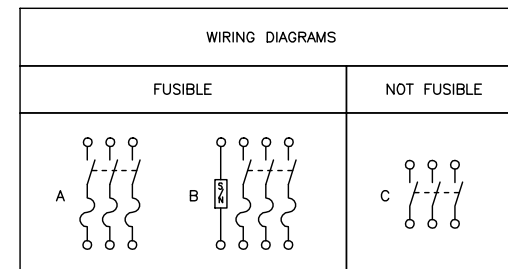


NEMA TYPE 3R  
NO KNOCKOUTS

NOTES:  
FINISH - GRAY BAKED ENAMEL  
UL LISTED - FILE E-154828  
ALL NEUTRALS - INSULATED GROUNDABLE  
SUITABLE FOR USE AS SERVICE EQUIPMENT  
SHORT CIRCUIT CURRENT RATINGS:  
10,000 AMPERES WHEN USED WITH OR PROTECTED BY CLASS H OR K FUSES.  
200,000 AMPERES WHEN USED WITH OR PROTECTED BY CLASS R FUSES HAVING  
CLASS R REJECTION KITS INSTALLED OR CLASS J FUSES.



NOTE: SIDE  
HINGED DOOR



TERMINAL LUGS DATA			
AMPERE	MAX WIRE	MIN WIRE	TYPE
400	(1) 750 KCMIL OR	(1) #1/0 AWG OR	AL OR CU
	(2) 300 KCMIL	(2) #1/0 AWG	

SEISMIC NOTES:  
USE (4) 3/8" DIA GRADE 5 STEEL MOUNTING BOLTS @ HOLES AA  
MAX CONFIGURED WEIGHT 179 LB FOR THE PURPOSE OF DETERMINING  
SEISMIC ANCHORAGE REQUIREMENTS. FOR ALL OTHER APPLICATIONS,  
CONTACT SCHNEIDER ELECTRIC.

DUAL DIMENSIONS: INCHES  
MILLIMETERS

CATALOG NUMBER	VOLTAGE RATINGS	WIRING DIAG	HORSEPOWER RATINGS							
			240VAC		480VAC		600VAC		250 VDC	600 VDC
			STD	MAX	STD	MAX	STD	MAX	STD	STD
H325NR	240VAC;250VDC	B	50	125	—	—	—	—	50	—
H325R	240VAC;250VDC	A	50	125	—	—	—	—	50	—
H365NR	600VAC;600VDC	B	50	125	100	250	125	350	50	50
H365R	600VAC;600VDC	A	50	125	100	250	125	350	50	50
HU365R	600VAC;600VDC	C	—	125	—	250	—	350	50	50

HEAVY DUTY SAFETY SWITCHES  
VISIBLE BLADE TYPE  
400 AMPERE - SERIES E5  
ENCLOSURE - NEMA TYPE 3R RAINPROOF (SUFFIX R)  
SEISMIC



DWG# 3455S  
NO.



**BAKERSFIELD CITY SCHOOL DISTRICT**  
*Department of Stores and Purchasing*  
**HVAC Electrical Equipment Bid #23-12-03**  
**January 31, 2024 at 11:00 a.m.**

Present for bid opening: David West, Gabriel Balderama,

No.	Vendor	Non-Collusion	Addendum 1	Addendum 2	Bid Bond	Federal Certs/ Iran ACT	Piggyback	NOTES
1	Delta Electric	√	√	√	√	√	N/A	\$496.888.00
2								
3								
4								
5								
6								
7								
8								
9								



**BAKERSFIELD CITY SCHOOL DISTRICT**  
*Department of Stores and Purchasing*  
**HVAC Electrical Equipment Bid #23-12-03**  
**January 31, 2024 at 11:00 a.m.**

Present for bid opening: David West, Gabriel Balderama, *Daniel Wastafarro, William Gadberry, Steven Gadberry.*

No.	Vendor	Non-Collusion	Addendum 1	Addendum 2	Bid Bond	Federal Certs/ Iran ACT	Piggyback	NOTES
1	<i>Delta Electric</i>	✓	✓	✓	✓	✓	<i>N/A</i>	
2								
3								
4								
5								
6								
7								
8								
9								



**BAKERSFIELD CITY SCHOOL DISTRICT**

Department of Stores and Purchasing  
HVAC Electrical Equipment Bid #23-12-03

Please quote your lowest price for the following materials. FOB: Warehouse, 1201 Citation Way, Bakersfield, CA 93308 Bids will be received until:

January 24, 2024: 11:00 a.m.

January 31, 2024: 11:00 a.m.



Company Name:

William G Gadberry Inc. dba Delta Electric

Representative Name (print):

William G Gadberry

Representative Signature:

Company Phone Number:

661-588-3335

**HVAC Electrical Equipment**

Line No.	Description and Specifications	QTY	Unit Type	Unit Cost	Total Cost	Brand and SKU
<b>Mt. Vernon Elementary</b>						
1	Distribution Panel ("HDP"), 600A 3P	1	Each	\$13,649.00	\$13,649.00	Square D
2	Electrical Panel, 400A 3P Panel ("HC")	1	Each	\$5,626.00	\$5,626.00	Square D
3	Electrical Panel, 225A 3P Panel ("HD")	1	Each	\$6,165.00	\$6,165.00	Square D
4	Electrical Panel, 225A 3P Panel ("HE")	1	Each	\$6,165.00	\$6,165.00	Square D
<b>Pioneer Elementary</b>						
5	Main Switchboard ("MS"), Underground Pull Section/Meter Section (UGPS/M)*	1	Each	\$43,845.00	\$43,845.00	Square D
6	Main Switchboard ("MS"), Distribution Section (DS1)*	1	Each	inc.	inc.	Square D
7	Main Switchboard ("MS"), Distribution Section (DS2)*	1	Each	deleted by Add 2	deleted by Add 2	Square D
8	Distribution Panel ("HDP"), 800A 3P	1	Each	\$16,079.00	\$16,079.00	Square D
10	Electrical Panel, 300A 3P Panel ("HG")	1	Each	\$6,230.00	\$6,230.00	Square D

11	Electrical Panel, 250A 3P Panel ("HE")	1	Each	\$6,407.00	\$6,407.00	Square D
12	*Expedited Shipping for Line Items 5, 6, and 7	1	Each	\$17,538.00	\$17,538.00	Square D
<b>Horace Mann Elementary</b>						
13	Main Switchboard ("MS"), Underground Pull Section (UGPS)*	1	Each	\$80,142.00	\$80,142.00	Square D
14	Main Switchboard ("MS"), 1600A Meter Section (M)*	1	Each	inc.	inc.	Square D
15	Main Switchboard ("MS"), 1600A Distribution Panel (DP)*	1	Each	inc.	inc.	Square D
16	Electrical Panel, 400A 3P Panel ("M1")	1	Each	\$5,188.00	\$5,188.00	Square D
17	Electrical Panel, 400A 3P Panel ("M2")	1	Each	\$6,722.00	\$6,722.00	Square D
18	Electrical Panel, 225A 3P Panel ("M3")	1	Each	\$5,311.00	\$5,311.00	Square D
19	Electrical Panel, 225A 3P Panel ("M4")	1	Each	\$5,019.00	\$5,019.00	Square D
20	Mini Power Zone, 100A 1P ("LM2")	1	Each	\$7,590.00	\$7,590.00	Square D
21	*Expedited Shipping for Line Items 13, 14, and 15	1	Each	\$32,152.00	\$32,152.00	Square D



<b>Fremont Elementary</b>						
22	Electrical Panel, 200A 3P Panel ("HE")	1	Each	\$5,676.00	\$5,676.00	Square D
23	Electrical Panel, 150A 3P Panel ("HF")	1	Each	\$5,311.00	\$5,311.00	Square D
24	Electrical Panel, 200A 3P Panel ("HC")	1	Each	\$5,676.00	\$5,676.00	Square D
25	Electrical Panel, 200A 3P Panel ("HD")	1	Each	\$5,676.00	\$5,676.00	Square D
<b>Roosevelt Elementary</b>						
26	Main Switchboard ("MSB") 1600A	1	Each	\$97,996.00	\$97,996.00	Square D
27	Transformer ("TDP") 225KVA	1	Each	\$18,098.00	\$18,098.00	Square D
28	Distribution Board ("DP") 800A	1	Each	\$23,967.00	\$23,967.00	Square D
29	Distribution Board ("DP1") 400A	1	Each	\$4,265.00	\$4,265.00	Square D
30	Electrical Panel, 400A 3P Panel ("PD")	1	Each	\$6,576.00	\$6,576.00	Square D
31	Electrical Panel, 400A 3P Panel ("PB")	1	Each	\$5,919.00	\$5,919.00	Square D
32	Electrical Panel, 100A 3P Panel ("PC")	1	Each	\$5,115.00	\$5,115.00	Square D
33	Expedited Shipping for Line Item 26	1	Each	\$39,198.00	\$39,198.00	Square D
34	Expedited Shipping for Line Item 28	1	Each	\$9,587.00	\$9,587.00	Square D
<b>Total:</b>					<b>\$496,888.00</b>	

# BAKERSFIELD CITY SCHOOL DISTRICT

David West  
Director  
Department of Stores and Purchasing  
westd@bcsd.com

EDUCATION CENTER, 1300 BAKER STREET  
BAKERSFIELD, CALIFORNIA 93305-4326  
(661) 631-4712  
FAX: (661) 861-9907



## **Addendum No. One (1)**

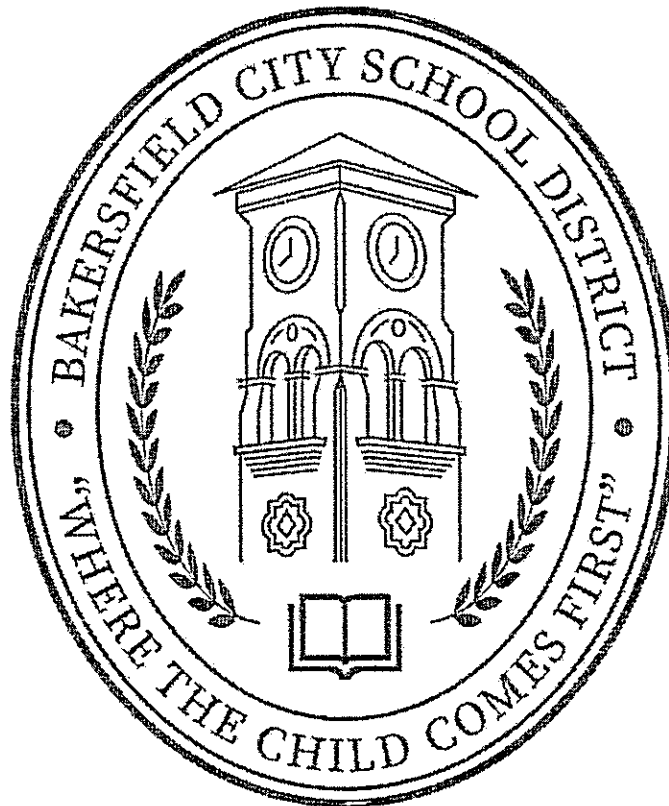
**To**

**BCSD BID #23-12-03,**

**HVAC ELECTRICAL EQUIPMENT BID**

~~Bid Date: Wednesday, January 24, 2024 @ 11:00 A.M.~~

Bid Date Revised: Wednesday, January 31, 2024 @ 11:00 A.M.



Issued by:


Department of Stores and Purchasing  
David West, Director  
Bakersfield City School District  
January 3, 2024

**Clarifications:**

1. Please be advised that the bid date has been postponed to January 31, 2024 at 11:00 a.m.
2. The basis of design for all the electrical equipment is from the manufacturer Square D. Therefore, if bidding any other manufacturer, a substitution request form must be submitted. The substitution request form due date has been changed from January 4, 2024 to January 11, 2024 prior to 10:00 a.m. Please reference General Condition #4 on the bid documents.

**TO BE INCLUDED WITH BID:**

I (we) acknowledge receipt of the following addenda to the specifications, all of the provisions and requirement of which have been taken into consideration on the preparation of the foregoing bid:

Addendum No. 1 (Initials) 

Company: Delta Electric

By: William G Gadbery

Title: President

Address: 323 Romance Ct

Bakersfield, CA 93314

Telephone: 661-588-3335

# BAKERSFIELD CITY SCHOOL DISTRICT

David West  
Director  
Department of Stores and Purchasing  
westd@bcisd.com

EDUCATION CENTER, 1300 BAKER STREET  
BAKERSFIELD, CALIFORNIA 93305-4326  
(661) 631-4712  
FAX: (661) 861-9907



**Addendum No. One (2)**

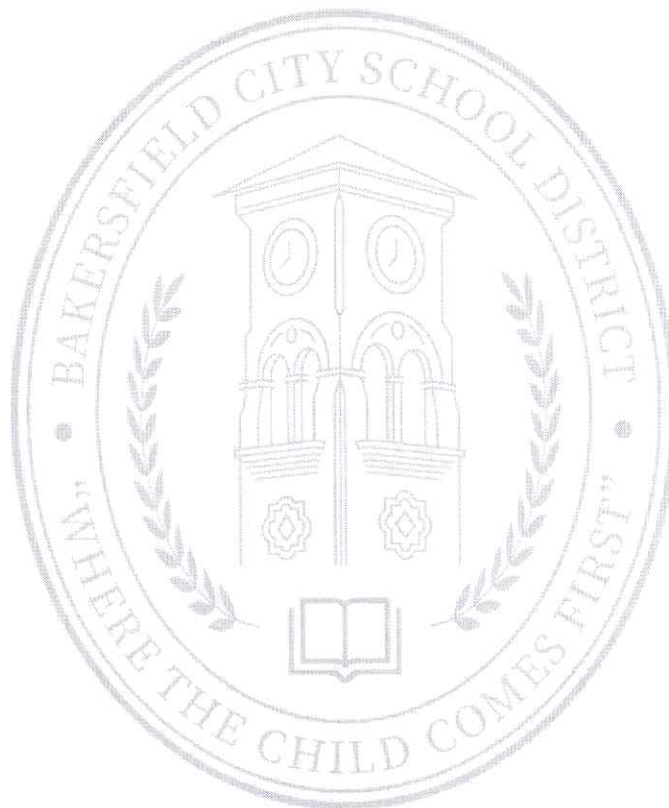
**To**

**BCSD BID #23-12-03,**

**HVAC ELECTRICAL EQUIPMENT BID**

~~Bid Date: Wednesday, January 24, 2024 @ 11:00 A.M.~~

Bid Date Revised: Wednesday, January 31, 2024 @ 11:00 A.M.



Issued by:

Department of Stores and Purchasing  
David West, Director  
Bakersfield City School District  
January 25, 2024

### **Clarifications**

1. The District is adding an additional school site to the bid, Roosevelt Elementary School. Please see updated drawings and new bid form under "Active Bid": <https://www.bcsd.com/Page/435>
2. On the new Bid Form, Line Item #28 for Roosevelt Elementary School, "Distribution Board (DP) 800A" can either be provided as a switchboard or a panel board.
3. Pioneer Single Line Diagram, drawing Sheet E-000, has been removed and replaced with revised drawing Sheet E-000.

### **Questions/Answers for Mt. Vernon, Pioneer, Horace Mann & Fremont**

4. **Question:** Please provide the fault current (AIC) rating for all panels.

**Answer:** Panel schedules show 10KAIC for panels and breakers.

5. **Question:** Is series rating allowed?

**Answer:** Series rating is permitted. Switchboard should be braced for 30KA. Main should be 30KAIC.

### **Questions/Answers for Roosevelt**

6. **Question:** Please provide the fault current (AIC) rating for all panels.

**Answer:** The main switchboard rating is noted on the single line diagram

7. **Question:** Is series rating allowed?

**Answer:** Series rated fault current rating for panelboards and distribution boards is acceptable. All equipment shall be of same manufacturer.

TO BE INCLUDED WITH BID:

I (we) acknowledge receipt of the following addenda to the specifications, all of the provisions and requirement of which have been taken into consideration on the preparation of the foregoing bid:

Addendum No. 2 (Initials) W.G.

Company: Delta Electric

By: William G Gadberry

Title: President

Address: 323 Romance Ct

Bakersfield, CA. 93314

Telephone: 661-588-3335



**06-BID BOND**

**IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID**

**PROJECT TITLE/BID #: HVAC Electrical Equipment – Bid #23-12-03**

**OWNER: Bakersfield City School District**

\*William G. Gadberry dba: Delta Electric

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and The Gray Casualty & Surety Company as Surety, are held and firmly bound unto the Bakersfield City School District (referred to as Owner) in the sum of 10% percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated 1-31-2024, for: \$ 10% of the amount bid.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 26th day of January, 20 2024, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

1-31-24

PRINCIPAL

By:

  
William G Gadberry

Title: President

DATED: January 26, 2024

SURETY The Gray Casualty & Surety Company

By:



Title: Denise Fookes

Note: Signatures of those executing for the Surety must be properly acknowledged.

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: William G. Gadberry dba: Delta Electric

Project: Providing Electrical Equipment

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Richard Beall and Denise Fookes of Redlands, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28<sup>th</sup> day of January, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28<sup>th</sup> day of January, 2024.

*Leigh Anne Henican*



# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Bernardino )

On January 26, 2024 before me, Marguerite Sykes, Notary Public  
(here insert name and title of the officer)

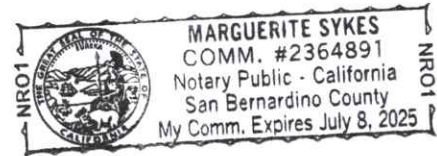
personally appeared Denise Fookes

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity~~(ies)~~, and that by his/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marguerite Sykes



(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_  
  
☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ \_\_\_\_\_





## HVAC ELECTRICAL EQUIPMENT

Bid No. 23-12-03

### Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF Kern

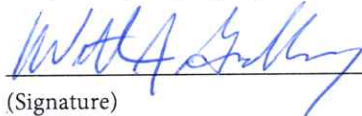
Being first duly sworn, deposes and declares that he/she is President

Of William G Gadberry, Inc. dba Delta Electric (Title)  
(Company Name)

the party making the foregoing bid; that 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 a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct,

  
(Signature)

William G Gadberry

(Typed Name)

And that this declaration is executed on 1-31-24 at Bakersfield, CA  
(Date) (City) (State)



BAKERSFIELD CITY SCHOOL DISTRICT  
Department of Stores and Purchasing

20-DRUG-FREE WORKPLACE CERTIFICATION

**PROJECT TITLE/BID#: Bid #23-12-03      OWNER: Bakersfield City School District**

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

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that 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 work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning

(a) The prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded 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 and the following sections.

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

Name of Vendor:	William G Gadberry, Inc. dba Delta Electric	Signature:	
Print Name:	William G Gadberry	Title:	President
Date:	1-31-24		



## FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchase of goods and services.

### PROPOSER/VENDOR CERTIFICATION FORMS

#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS-APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) *Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*


Pursuant to Federal Rule (A) above, when federal funds are expended by Bakersfield City School District, Bakersfield City School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does the vendor agree? YES  Initials of Authorized Representative of Vendor

- (B) *Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement (All contracts in excess of \$10,000)*

Pursuant 7 CFR 1780.75, when federal funds are expended by a member district, the NCEPC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) Meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The NCEPC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of NCEPC to do so. The vendor will be compensated for work performed and accepted and goods accepted by any member district as of the termination date if the contract is terminated for convenience of the NCEPC. Any award under this procurement process is not exclusive and the NCEPC reserves the right to purchase goods and services from other vendors when it is in the best interest of the NCEPC.

Does the vendor agree to abide by the above? YES  Initials of Authorized Representative of Vendor *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*



Pursuant to Federal Rule (G) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? YES MM Initials of Authorized Representative of Vendor

*(C) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance 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 contain 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.

Pursuant to Federal Rule (D) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? YES MM Initials of Authorized Representative of Vendor

*(D) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Pursuant to Federal Rule (E) above, when federal funds are expended by a member, the vendor certifies that during the term and after the awarded term of an award for all contracts by a member district resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (1) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (2) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does the vendor agree? YES MM Initials of Authorized Representative of Vendor



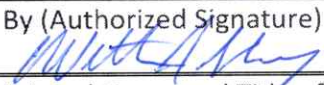
**IRAN CONTRACTING ACT**  
**CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE**  
**(Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: 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. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor 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.

Vendor Name/Financial Institution (printed) <b>William G Gadberry, Inc, dba Delta Electric</b>	Federal ID Number (or n/a) <b>77-0517412</b>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <b>William G Gadberry</b>	
Date Executed <b>1-31-24</b>	Executed In <b>Kern, Bakersfield, CA</b>

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/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.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

---

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR § 200.333**

---

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does the vendor agree?

YES WGS Initials of Authorized Representative of Vendor

---

*CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT*

---

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does the vendor agree?

YES WGS Initials of Authorized Representative of Vendor

---

*Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.*

Vendor's Name/Company Name: William G Gadberry, Inc. dba Delta Electric

Company registered on SAM.gov? Yes \_\_\_\_\_ No X

Address, City, State, and Zip Code: 323 Romance Ct, Bakersfield, CA. 93314

Phone Number: 661-588-3335 Fax Number: 661-587-5476

Printed Name and Title of Authorized Representative: William G Gadberry

Email Address: williamgadberry@sbcglobal.net Date: 1-31-24

Signature of Authorized Representative: 

**Must be completed and returned with Bid**

**EXISTING CONDITIONS**

**1. Summary**

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

**2. Reports and Information on Existing Conditions**

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by the Bakersfield City School District ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.
- e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.
- f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:

- (1) Original Construction Drawings.
- (2) As-Built Drawings, for reference

A00, A1.02, A2.03, A2.04, A2.05, A3.00, A4.00, A6.00, A7.00, A7.01
E0.00, E1.00, E2.03, E2.04, E2.05, E4.00
M1.00, M2.02, M2.03, M4.00, M4.01, M5.00
P1.00, P2.01, P2.02, P2.03
S1.00, S2.00

- (3) Underground Utilities Site Survey *(to be provided upon completion via addendum)*
- (4) Hazardous Material Report(s).
  - (i) Pre-Renovation Asbestos Survey, Lead-Based Paint Inspection, PCB & Mercury Survey Report, dated February 16, 2023. *(will be issued via addendum)*

### **3. Use of Information**

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.
- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

### **4. Investigations/Site Examinations**

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

**BID FORM AND PROPOSAL**

To: Governing Board of the Bakersfield City School District ("District" or "Owner")

From: \_\_\_\_\_  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 22219.00-40** for the following project known as:

**Roosevelt Elementary School Modernization**

("Project" or "Contract"), Bid Package **#RES-**\_\_\_\_\_ and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars      \$ _____
<b>BASE BID</b>
<b><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).</i></b>

**Additive/Deductive Alternates:**

**Alternate #1**

_____ dollars      \$ _____
Additive/Deductive
<b>Description: Installation of new doors and hardware as follows :</b>
<b>Building B: 201A, 202A, 203A, 204A, 205A, 206A;</b>
<b>Building C: 303A, 304A, 307A, 308A, 309A; and</b>
<b>Building D: 404A, 405A, 406A, 407A, 408A</b>

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

### **Additional Detail Regarding Calculation of Base Bid**

1. **Allowance.** The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

<b>Task/Work by Bid Package</b>	<b>Total Allowance Value per bid package</b>
<b>#RES-01, General Construction:</b> Unidentified underground hazardous materials abatement, concrete repair including bushing, grinding, filling and leveling above and beyond the scope listed, repair or replacement of existing valves, landscape boxes/covers, re-routing or relocation of any underground utilities not identified within the contract documents, and/or District requested additional work on a separate mobilization as directed by the CM.	\$80,000.00
<b>#RES-02, Acoustical Ceilings:</b> Labor and/or material required to perform minor repairs to ceiling grids and replace tiles due to unidentified trade damage, or additional work required outside of the scope of the work, as directed by the CM.	\$15,000
<b>#RES-03, Ceramic Tile:</b> Additional installation of tiling and/or flooring as directed by the CM.	\$10,000
<b>#RES-04, Plumbing:</b> Re-routing or relocation of any underground utilities not identified within the contract documents, additional shut-off valves as requested by the District and beyond the locations indicated in the plans and/or any other work as directed by the CM.	\$40,000
<b>#RES-05, HVAC:</b> Unidentified HVAC and controls changes and/or District requested additional work as directed by the CM.	\$50,000
<b>#RES-06, Electrical, Low Voltage &amp; Fire Alarm:</b> Unidentified electrical changes including any unidentified pathways required, re-routing or relocation of any underground utilities not identified within the contract documents, and/or District requested additional work.	\$125,000

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form

of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Non-Collusion Declaration
  - Iran Contracting Act Certification, required if contract value is \$1,000,000 or more
8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a \_\_\_\_\_ license.

#RES-01, General Construction (B)  
 #RES-02, Acoustical Ceilings (C-02)  
 #RES-03, Ceramic Tile (C-54)

#RES-04, Plumbing (C-36)  
 #RES-05, HVAC (C-20)  
 #RES-06, Electrical, Low Voltage & Fire Alarm (C-10)



10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
14. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
17. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
18. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Name of Bidder: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

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

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

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

Address of Bidder: \_\_\_\_\_

Taxpayer Identification No. of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web Page: \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

END OF DOCUMENT

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_, as Principal ("Principal"),

and \_\_\_\_\_, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Bakersfield City School District ("District") of Kern County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Roosevelt Elementary School Modernization / 22219.00-40 ("Project" or "Contract"), Bid Package #RES-\_\_\_\_\_.

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**DESIGNATED SUBCONTRACTORS LIST**  
**(Public Contact Code Sections 4100-4114)**

PROJECT: Roosevelt Elementary School Modernization

Bid Package #RES-\_\_\_\_\_

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license 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 who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.  
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,  
[Date]

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Sections 2202-2208)**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid  
Package #RES-\_\_\_\_\_.

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- ☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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.
- ☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT



**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid Package  
#RES-\_\_\_\_\_.

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 by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid  
Package #RES-\_\_\_\_\_.

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid Package  
#RES-\_\_\_\_\_.

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids.** This form must be provided to the District no later than four (4) days after Notice of Award.

**PART I – Method of Compliance with DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

<b>YOUR BUSINESS ENTERPRISE IS:</b>	<b>AND YOU WILL</b>	<b>AND YOU WILL</b>
<b>A.</b> <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
<b>B.</b> <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
<b>C.</b> <input type="checkbox"/> <b>NOT</b> disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<b>D.</b> <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

\* A DVBE letter from OSDS is obtained from the participating DVBE.

**You must complete the following table to show the dollar amount of DVBE participation:**

	<b>TOTAL CONTRACT PRICE</b>
<b>A.</b> Prime Bidder, if DVBE (own participation)	\$
<b>B.</b> DVBE Subcontractor or Supplier	
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
<b>4.</b>	
<b>C.</b> Subtotal (A & B)	
<b>D.</b> Non-DVBE	
<b>E.</b> Total Bid	

**PART II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

<b>CATEGORY</b>	<b>TELEPHONE NUMBER</b>	<b>DATE CONTACTED</b>	<b>PERSON CONTACTED</b>
<b>1.</b> The District, if any			*
<b>2.</b> OSDS, provides assistance locating DVBEs at <a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a>	(916) 375-4940		*
<b>3.</b> DVBE Organization (List)			*

\*Write "recorded message" in this column, if applicable.

**PART III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

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

**PART IV – 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 a copy of their DVBE letter(s) from OSDS	
was <b>NOT</b> 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.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

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 \_\_\_\_\_  
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.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid  
Package #RES-\_\_\_\_\_.

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor 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 above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT



**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid  
Package #RES-\_\_\_\_\_.

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

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

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

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid Package  
#RES-\_\_\_\_\_.

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid  
Package #RES-\_\_\_\_\_.

This certification provides notice to the Contractor that:

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

**1. Lead as a Health Hazard**

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

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

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

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

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

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

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

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

**4. Contractor's Liability**

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

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

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

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

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

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**IMPORTED MATERIALS CERTIFICATION**PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40

between the Bakersfield City School District ("District") and \_\_\_\_\_

\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid

Package #RES-\_\_\_\_\_.

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer  
☐ Wholesaler ☐ Broker ☐ Retailer  
☐ Distributor ☐ Other \_\_\_\_\_

Type of Entity ☐ Corporation ☐ General Partnership  
☐ Limited Partnership ☐ Limited Liability Company  
☐ Sole Proprietorship ☐ Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

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

Date: \_\_\_\_\_

Proper Name of Firm: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/  
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project"), Bid  
Package #RES-\_\_\_\_\_.

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- ☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

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

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

**NOTE:** If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- ☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.



- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

**A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or**

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CONTINUED ON NEXT PAGE]

**ATTACHMENT "A"**

**List of Employees/Subcontractors**

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

**Name/Company:** \_\_\_\_\_

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT



By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: \_\_\_\_\_

Proper Name of Firm: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**FEDERAL DEBARMENT CERTIFICATION**

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40  
("Contract" or "Project"), between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor" or "Bidder"), Bid Package #RES-\_\_\_\_\_  
\_\_\_\_\_.

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;

b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

3. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

*"Debarment and Suspension Certification – By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."*

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**BYRD ANTI-LOBBYING CERTIFICATION**

---

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds**

---

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The undersigned certifies, to the best of their knowledge and belief, that:**

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Contractor

---

Address

---

Certified by: (type or print)

---

Title

---

Signature

---

Date

**Disclosure of Lobbying Activities**Approved by OMB  
0348-004Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See following page for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> proposal/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	<b>3. Report Type:</b> <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: <b>Year</b> _____ <b>quarter</b> _____ <b>Date of last report</b> _____
<b>4. Name and Address of Reporting Entity:</b> _____ <b>Prime</b> _____ <b>Subawardee</b> <b>Tier</b> _____, <b>if Known:</b>  <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>10b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
<b>Federal Use Only</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

END OF DOCUMENT



**REGISTERED SUBCONTRACTORS LIST**  
**(Labor Code Section 1771.1)**

PROJECT: Roosevelt Elementary School Modernization

Bid Package #RES-

Date Submitted (for Updates):

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:**

DIR Registration #:

Portion of Work:

**Subcontractor Name:**

DIR Registration #:

Portion of Work:

**Subcontractor Name:**

DIR Registration #:

Portion of Work:

**Subcontractor Name:**

DIR Registration #:

Portion of Work:

**Subcontractor Name:**

DIR Registration #:

Portion of Work:

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**POST BID INTERVIEW**

**PART 1 – GENERAL**

**1.01 SUMMARY**

If requested by the District, this Section requires the apparent low bidder to attend and participate in a Post Bid Interview with the Construction Manager, prior to award of any contract by the District. The Post Bid Interview will be scheduled by the Construction Manager within three (3) calendar days after the date of bid.

**1.02 REQUIRED ATTENDANCE**

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.
- C. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

**1.03 POST BID INTERVIEW PROCEDURE**

- A. The Construction Manager will review the Bid with the attendees.
- B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:
  - (1) Insurance
  - (2) Bonding
  - (3) Addenda
  - (4) Pre-Bid Clarifications
  - (5) Scope of Work
  - (6) Bid Packages Descriptions
  - (7) Bid Alternates
  - (8) Contract Plans
  - (9) Contract Specifications
  - (10) Project Schedule and Schedule Requirements

- (11) Critical Dates Requirement for Other Bid Packages
- (12) Prevailing Wage Requirements
- (13) Liquidated Damages
- (14) Required Documentation for Contract Administration
- (15) Contract Coordination Requirements

#### **1.04 POST BID INTERVIEW DOCUMENTATION**

The Construction Manager will document the Post Bid Interview on the form attached to this Section. Both the apparent low bidder and the Construction Manager are required to sign the Post Bid Interview Documentation.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

## **POST BID INTERVIEW**

### **CONSTRUCTION MANAGER**

[Name]

[Address 1]

[Address 2]

[Phone]

[Fax]

BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PHONE: \_\_\_\_\_

#### **I. INTRODUCTIONS:**

##### **A. Present**

\_\_\_\_\_  
CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_  
[CM]

\_\_\_\_\_  
CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_  
[CM]

#### **II. PROPOSED CONTRACT:**

#### **III. PURPOSE OF INTERVIEW IS TO ASSURE A MUTUAL UNDERSTANDING OF THE FOLLOWING:**

- |  |     |    |
|--|-----|----|
| A. Do you acknowledge submission of a complete and accurate bid?   | Yes | No |
| B. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? | Yes | No |
| C. Do you acknowledge the requirements for the escrow of bid documents?  | Yes | No |
| D. Are you comfortable with your listed subcontractors?  | Yes | No |

#### **IV. CONTRACTUAL REQUIREMENTS:**

- |  |     |    |
|--|-----|----|
| A. Do you understand you are a prime contractor?   | Yes | No |
| B. Can you meet specified insurance requirements?  | Yes | No |
| 1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements?  | Yes | No |
| 2. Are you requesting that the District accept an Excess Liability Insurance Policy to meet the policy limit?  | Yes | No |
| 3. Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? | Yes | No |

C.	Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated?	Yes	No
1.	Cost for bonds: _____%	Yes	No
2.	Is the cost of your bonds in your base bid?	Yes	No
3.	Is your surety licensed to issue bonds in California?	Yes	No
D.	Do you understand the fingerprinting requirements?	Yes	No
E.	Is it understood that all workers must be paid prevailing wage?	Yes	No
F.	Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations?	Yes	No
V. SCOPE OF WORK:			
A.	Acknowledged Receipt of Addenda #1-____	Yes	No
B.	Are the costs for addenda items included in your bid? (if applicable)	Yes	No
C.	Do you have a complete understanding of your Scope of Work under the proposed Agreement?	Yes	No
D.	You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification?	Yes	No
If yes, please identify them.			
1.	_____		
	_____		
2.	_____		
	_____		
3.	_____		
	_____		
	Is (are) there additional cost(s) for the above item(s)?	Yes	No
E.	Is the cost for allowance included in your bid?	Yes	No
F.	Have you reviewed bid alternative(s) #1-____? (if applicable)	Yes	No
G.	Are the costs for bid alternatives included in your bid?	Yes	No
H.	Are the plans and specifications clear and understandable to your satisfaction?	Yes	No

- I. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No
- VI. SCHEDULE:
- A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No
1. Will you provide a detailed construction schedule to \_\_\_\_\_ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No
2. Can you meet the submittal deadline? Yes No
3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No
4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. Yes No  
If not, what do you believe must change and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No
1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
- C. Do you understand that there is going to be maintenance and other construction taking place on site during the course of the project? Yes No
- VII. EXECUTION OF WORK
- A. Do you understand the access to the site? Yes No
- B. Do you understand the staging area restrictions? Yes No
- C. Have you included protection of [asphalt, floors, and roofs]? Yes No

- D. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? Yes No

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

IX. CONTRACTOR

**You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all Work in the Contract Documents, and that costs for all Work are included in your bid.**

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

[Company Name]

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

Date: \_\_\_\_\_

X. CONSTRUCTION MANAGER

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

Date: \_\_\_\_\_

Title of Document: POST BID INTERVIEW

Number of Pages: \_\_\_\_\_

Date of Document: \_\_\_\_\_

END OF DOCUMENT



**NOTICE OF AWARD**

Dated: \_\_\_\_\_ 20\_\_

To: \_\_\_\_\_ (Contractor)

\_\_\_\_\_  
(Address)

From: Governing Board ("Board") of the Bakersfield City School District ("District")

Re: Roosevelt Elementary School Modernization, Project No. 22219.00-40 ("Project"), Bid Package #RES-\_\_\_\_\_.

Contractor has been awarded the Contract for the above-referenced Project on \_\_\_\_\_, 20\_\_, by action of the District's Board.

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

Contract Documents required for execution accompany this Notice of Award. Drawings have been previously provided in electronic format.

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

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

- a. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.
- b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form. *(one (1) original required)*
- c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form. *(one (1) original required)*
- d. Insurance Certificates and Endorsements as required.
- e. Workers' Compensation Certification. *(one (1) original required)*
- f. Prevailing Wage and Related Labor Requirements Certification. *(one (1) original required)*
- g. Disabled Veteran Business Enterprise Participation Certification. *(one (1) original required)*
- h. Drug-Free Workplace Certification. *(one (1) original required)*

- i. Tobacco-Free Environment Certification. *(one (1) original required)*
- j. Hazardous Materials Certification. *(one (1) original required)*
- k. Lead-Based Materials Certification. *(one (1) original required)*
- l. Imported Materials Certification. *(one (1) original required)*
- m. Criminal Background Investigation/Fingerprinting Certification. *(one (1) original required)*
- n. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor. *(one (1) original required)*
- o. 2024 W-9 Form

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

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

**BAKERSFIELD CITY SCHOOL DISTRICT**

BY: \_\_\_\_\_

NAME: Juan Montelongo

TITLE: Assistant Director II, Maintenance,  
Operations & Facilities

END OF DOCUMENT

**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by and between the Bakersfield City School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Roosevelt Elementary School Modernization, Project#22219.00-40, Bid  
Package #RES-\_\_\_\_\_

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Three Hundred Sixty-Five (365)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **One Thousand dollars (\$1,000.00) per day** as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

Completion of each Project Interim Milestone is shown in the Bid Schedule and may be revised upon issuance of the Baseline Construction Schedule issued by the Construction Manager. During construction of the Project, the District may revise the Project Interim Milestones and/or completion date of any of Project Interim Milestone without adjustment of the Contract Price or Contract Time.

Milestone No.	Milestone Description
1	Submittals and Shop Drawings. In order to avoid delay, all submittals and shop drawings must be submitted within the time indicated in the Submittal Schedule incorporated into the Baseline Construction Schedule. "Received Date" shall be the date complete submittal package is submitted electronically to the CM, or received by CM via hard copy delivery, whichever is first.
2	Re-submittals within 7 days upon receipt of returned submittal. "Received Date" shall be the date complete submittal package is re-submitted electronically to CM or received by CM via hard copy delivery, whichever is first.

Liquidated Damages for Delayed Project Interim Milestones. If any Project Milestone identified above is within the scope of the Contractor's Bid Package and the Contractor fails or refuses, for any reason, to complete the Project Interim Milestone within the time established in the Baseline Construction Schedule or adjustments thereto in accordance with the Contract Documents, the Contractor will be assessed Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00) per day** until the Project Milestone is completed.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
- 8. Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type \_\_\_\_\_ Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

\_\_\_\_\_ **Dollars**  
**(\$\_\_\_\_\_),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and

conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**[CONTRACTOR NAME]**

**BAKERSFIELD CITY SCHOOL DISTRICT**

\_\_\_\_\_

**Sherry Gladin**

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

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

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

Title: Asst. Superintendent of Business Services

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_\_\_

TO: \_\_\_\_\_  
("Contractor")

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT/CONTRACT NO.: Roosevelt Elementary School Modernization / 22219.00-40, Bid Package #RES- \_\_\_\_\_ ("Contract") between the Bakersfield City School District and Contractor.

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

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

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work.

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

**BAKERSFIELD CITY SCHOOL DISTRICT**

BY: \_\_\_\_\_

NAME: Juan Montelongo

TITLE: Assistant Director II, Maintenance,  
Operations & Facilities

END OF DOCUMENT



**ESCROW AGREEMENT IN LIEU OF RETENTION**  
**(Public Contract Code Section 22300)**

**(Note: Contractor must use this form.)**

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Bakersfield City School District ("District"), whose address is 1300 Baker Street, Bakersfield, California 93305 and \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_, and \_\_\_\_\_ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is \_\_\_\_\_.

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:

- ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. 22219.00-40, Bid Package #RES- entered into between District and Contractor for the Roosevelt Elementary School Modernization Project, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) dated, \_\_\_\_\_, 20\_\_\_\_, (the "Contract"); **or**
- ☐ On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in the name of Bakersfield City School District School District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. 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 District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$\_\_\_\_\_ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

On behalf of District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

END OF DOCUMENT

**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and \_\_\_\_\_ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Roosevelt Elementary School Modernization/22219.00-40, Bid Package #RES-\_\_\_\_\_  
\_\_\_\_\_ ("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent

and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% Of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Roosevelt Elementary School Modernization/22219.00-40, Bid Package #RES-\_\_\_\_\_  
\_\_\_\_\_ ("Project" or "Contract") which Contract dated \_\_\_\_\_,  
20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety")  
\_\_\_\_\_ are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to 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 Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee 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 under section 9100 of the Civil Code, 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 affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of 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, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**ALLOWANCE EXPENDITURE DIRECTIVE FORM**

Bakersfield City School District  
 1501 Feliz Drive  
 Bakersfield, CA 93307

**ALLOWANCE  
EXPENDITURE  
DIRECTIVE NO.:**

**ALLOWANCE EXPENDITURE DIRECTIVE**

**Project:** Roosevelt Elementary School Modernization  
**Bid Package #RES-**\_\_\_\_\_  
**Bid No.:** 22219.00-40

**Date:** \_\_\_\_\_  
**DSA File No.:** \_\_\_\_\_  
**DSA Appl. No.** \_\_\_\_\_

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

**Owner Name, Address, Telephone:**

**Contractor Name, Address, Telephone:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Reference	Description	Allowance Authorized for Expenditure
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$

Total Contract Allowance Amount:	\$
Amount of Previously Approved Allowance Expenditure Directive(s):	\$
Amount of this Allowance Expenditure Directive:	\$



The undersigned Contractor approves the foregoing release of Allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**Signatures:**

<b>DISTRICT:</b>  BAKERSFIELD CITY SCHOOL DISTRICT  Date: _____  By: _____ [Print Name and Title here]	<b>CONTRACTOR:</b>  _____  Date: _____  By: _____ [Print Name and Title here]
<b>ARCHITECT:</b>  _____  Date: _____  By: _____ [Print Name and Title here]	<b>CONSTRUCTION MANAGER:</b>  _____  Date: _____  By: _____ [Print Name and Title here]

END OF DOCUMENT

**DAILY FORCE ACCOUNT REPORT****From: Contractor**

[Name/Address]

**To: Owner**

Bakersfield City School District  
 Attn: Juan Montelongo  
 1501 Feliz Drive  
 Bakersfield, CA 93307

**Project:** Roosevelt Elementary School Modernization / 22219.00-40**Bid Package #** RES-\_\_\_\_\_

Contractor hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. \_\_\_\_\_, on \_\_\_\_\_.

[Date of Work]

Contractor attests that the material, labor, and equipment itemized herein were used only on the force account work.

**A. Material:** *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): \$\_\_\_\_\_

**B. Labor:** *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): \$\_\_\_\_\_

- C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): \$ \_\_\_\_\_

Complete based on information reported above.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>
(a)	<b><u>Material</u></b>	
(b)	<b><u>Add Labor</u></b>	
(c)	<b><u>Add Equipment</u></b>	
(d)	<b><u>Subtotal</u></b>	
(e)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)	
(f)	<b><u>Subtotal</u></b>	
(g)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (f)	
(h)	<b><u>Subtotal</u></b>	
(i)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (h)	
(j)	<b><u>TOTAL</u></b>	

	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>
(a)	<b><u>Material</u></b>	
(b)	<b><u>Add Labor</u></b>	
(c)	<b><u>Add Equipment</u></b>	
(d)	<b><u>Subtotal</u></b>	
(e)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (d)	
(f)	<b><u>Subtotal</u></b>	
(g)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (f)	
(h)	<b><u>TOTAL</u></b>	

Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Contractor may not claim any labor, equipment, material or any other costs or expenses not reported herein. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

**SUBMITTED BY:**

**REVIEWED BY:**

Contractor:

District:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

District may require additional information from Contractor to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Contractor may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

**PROPOSED CHANGE ORDER FORM**

Bakersfield City School District  
1501 Feliz Drive  
Bakersfield, CA 93307

**PCO NO.:**

**Project:** Roosevelt Elementary School Modernization  
**Bid Package #** RES- **Bid No.:** 22219.00-40  
**RFI #:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**DSA File No.:** \_\_\_\_\_  
**DSA Appl. No.:** \_\_\_\_\_

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add overhead and profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add General Conditions</u></b> (if Time is Compensable) (attach supporting documentation)		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(j)	<b><u>Subtotal</u></b>		
(k)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (j)		
(l)	<b><u>TOTAL</u></b>		
(m)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b>Calendar Days</b>	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	<b>WORK PERFORMED BY CONTRACTOR</b>	<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Add General Conditions</b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b>Subtotal</b>		
(f)	<b>Add Overhead and Profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<b>Subtotal</b>		
(h)	<b>Add Bond and Insurance</b> , not to exceed two percent (2%) of Item (g)		
(i)	<b>TOTAL</b>		
(j)	<b>Time</b> (zero unless indicated; "TBD" not permitted)	<b>Calendar Days</b>	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

END OF DOCUMENT

**CHANGE ORDER FORM**

Bakersfield City School District  
1501 Feliz Drive  
Bakersfield, CA 93307

**CHANGE ORDER NO.:****CHANGE ORDER****Project:** Roosevelt Elementary School Modernization**Bid Package #** RES-**Bid No.:** 22219.00-40**Date:** \_\_\_\_\_**DSA File No.:** \_\_\_\_\_**DSA Appl. No.:** \_\_\_\_\_

The following parties agree to the terms of this Change Order:

**Owner:** \_\_\_\_\_

[Name / Address]

**Contractor:** \_\_\_\_\_

[Name / Address]

**Architect:** \_\_\_\_\_

[Name / Address]

**Project Inspector:** \_\_\_\_\_

[Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows:		Original Contract Amount:	\$
Previous Completion Date: <u>  [Date]  </u>		Amount of Previously Approved Change Order(s):	\$
<u>      [#]      </u> Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	\$
Current Completion Date: <u>  [Date]  </u>		Contract Amount:	\$

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for

**BAKERSFIELD CITY SCHOOL DISTRICT****CHANGE ORDER FORM  
DOCUMENT 00 63 63-1**

completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District:

Contractor:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

Architect:

Project Inspector:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

END OF DOCUMENT



**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

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

**RECITALS**

**WHEREAS**, District and Contractor entered into PROJECT/CONTRACT NO.: \_\_\_\_\_ ("Contract" or "Project") in the County of Kern, California; and

**WHEREAS**, the Work under the Contract was completed on \_\_\_\_\_, and a Notice of Completion was recorded with the County Recorder on \_\_\_\_\_.

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

**AGREEMENT AND RELEASE**

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

Original Contract Sum            \$ \_\_\_\_\_

Modified Contract Sum            \$ \_\_\_\_\_

Payment to Date                    \$ \_\_\_\_\_

Liquidated Damages                \$ \_\_\_\_\_

Payment Due Contractor            \$ \_\_\_\_\_

2. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

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

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

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

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

BAKERSFIELD CITY SCHOOL DISTRICT

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

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

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

CONTRACTOR: \_\_\_\_\_

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

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

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

END OF DOCUMENT

**GUARANTEE FORM**

\_\_\_\_\_ ("Contractor") hereby agrees that the \_\_\_\_\_  
\_\_\_\_\_ ("Work" of Contractor) which Contractor has installed for the Bakersfield City  
School District ("District") for the following project:

PROJECT: Roosevelt Elementary School Modernization / 22219.00-40,  
Bid Package #RES-\_\_\_\_\_

("Project" or "Contract") has been performed in accordance with the requirements of the  
Contract Documents and that the Work as installed will fulfill the requirements of the  
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be  
defective in workmanship or material together with any other adjacent Work that may be  
displaced in connection with such replacement within a period one year(s) from the date of  
completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear  
and tear and unusual abuse or neglect excepted. The date of completion is  
\_\_\_\_\_, 20\_\_\_\_.

In the event of the undersigned's failure to comply with the above-mentioned conditions  
within a reasonable period of time, as determined by the District, but not later than seven  
(7) days after being notified in writing by the District, the undersigned authorizes the  
District to proceed to have said defects repaired and made good at the expense of the  
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

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

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

Representatives to be contacted for service subject to terms of Contract:

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

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

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

END OF DOCUMENT

**TABLE OF CONTENTS**

	<u>Page</u>
1. CONTRACT TERMS AND DEFINITIONS .....	1
1.1 Definitions.....	1
1.2 Laws Concerning the Contract; Venue.....	6
1.3 No Oral Agreements .....	7
1.4 No Assignment.....	7
1.5 Notice and Service Thereof .....	7
1.6 No Waiver .....	7
1.7 Substitutions for Specified Items.....	8
1.8 Materials and Work.....	8
2. [RESERVED] .....	9
3. ARCHITECT .....	10
4. CONSTRUCTION MANAGER.....	10
5. INSPECTOR, INSPECTIONS, AND TESTS.....	11
5.1 Project Inspector.....	11
5.2 Tests and Inspections .....	11
5.3 Costs for After Hours and/or Off Site Inspections .....	12
6. CONTRACTOR .....	12
6.1 Status of Contractor .....	12
6.2 Project Inspection Card(s) .....	13
6.3 Contractor’s Supervision .....	13
6.4 Duty to Provide Fit Workers .....	14
6.5 Field Office .....	15
6.6 Purchase of Materials and Equipment.....	15

6.7	Documents on Work .....	15
6.8	Preservation of Records .....	16
6.9	Integration of Work .....	16
6.10	Notifications .....	17
6.11	Obtaining of Permits, Licenses and Registrations .....	17
6.12	Royalties and Patents .....	18
6.13	Work to Comply With Applicable Laws and Regulations .....	18
6.14	Safety/Protection of Persons and Property .....	19
6.15	Working Evenings and Weekends .....	22
6.16	Cleaning Up.....	22
6.17	No Relief from Obligations Based on Review by Other Persons .....	23
7.	SUBCONTRACTORS .....	23
8.	OTHER CONTRACTS/CONTRACTORS .....	24
9.	DRAWINGS AND SPECIFICATIONS .....	25
10.	CONTRACTOR'S SUBMITTALS AND SCHEDULES .....	26
10.1	Schedule of Work, Schedule of Submittals, and Schedule of Values .....	26
10.2	Monthly Progress Schedule(s) .....	29
10.3	Material Safety Data Sheets (MSDS).....	30
10.4	Submittals.....	30
11.	SITE ACCESS, CONDITIONS, AND REQUIREMENTS .....	30
11.1	Site Investigation .....	30
11.2	Soils Investigation Report.....	30
11.3	Access to Work .....	31
11.4	Layout and Field Engineering .....	31
11.5	Utilities .....	31
11.6	Sanitary Facilities .....	31
11.7	Surveys .....	32

11.8	Regional Notification Center.....	32
11.9	Existing Utility Lines .....	32
11.10	Notification.....	33
11.11	Hazardous Materials .....	33
11.12	No Signs .....	33
12.	TRENCHES .....	33
12.1	Trenches Greater Than Five Feet.....	33
12.2	Excavation Safety .....	33
12.3	No Tort Liability of District.....	33
12.4	No Excavation without Permits.....	33
12.5	Discovery of Hazardous Waste and/or Unusual Conditions .....	34
13.	INSURANCE AND BONDS .....	34
13.1	Insurance.....	34
13.2	Contract Security - Bonds .....	39
14.	WARRANTY/GUARANTEE/INDEMNITY.....	39
14.1	Warranty/Guarantee.....	39
14.2	Indemnity and Defense.....	40
15.	TIME.....	42
15.1	Notice to Proceed .....	42
15.2	Computation of Time / Adverse Weather .....	42
15.3	Hours of Work .....	43
15.4	Progress and Completion.....	43
15.5	Schedule .....	43
15.6	Expeditious Completion.....	44
16.	EXTENSIONS OF TIME – LIQUIDATED DAMAGES.....	44
16.1	Liquidated Damages .....	44
16.2	Excusable Delay .....	44

16.3	No Additional Compensation for Delays Within Contractor’s Control .....	45
16.4	Force Majeure.....	46
16.5	Float or Slack in the Schedule .....	46
17.	CHANGES IN THE WORK .....	46
17.1	No Changes Without Authorization .....	46
17.2	Architect Authority .....	47
17.3	Change Orders.....	47
17.4	Construction Change Directives.....	48
17.5	Force Account Directives .....	48
17.6	Price Request.....	49
17.7	Proposed Change Order .....	49
17.8	Format for Proposed Change Order.....	52
17.9	Change Order Certification .....	54
17.10	Determination of Change Order Cost .....	55
17.11	Deductive Change Orders.....	55
17.12	Addition or Deletion of Alternate Bid Item(s) .....	56
17.13	Discounts, Rebates, and Refunds .....	56
17.14	Accounting Records .....	56
17.15	Notice Required .....	56
17.16	Applicability to Subcontractors .....	56
17.17	Alteration to Change Order Language .....	57
17.18	Failure of Contractor to Execute Change Order.....	57
18.	REQUEST FOR INFORMATION .....	57
19.	PAYMENTS .....	57
19.1	Contract Price .....	57
19.2	Applications for Progress Payments .....	57
19.3	Progress Payments .....	60



19.4	Decisions to Withhold Payment .....	62
19.5	Subcontractor Payments .....	64
20.	COMPLETION OF THE WORK .....	65
20.1	Completion.....	65
20.2	Close-Out/Certification Procedures .....	65
20.3	Final Inspection .....	66
20.4	Costs of Multiple Inspections.....	67
20.5	Partial Occupancy or Use Prior to Completion.....	67
21.	FINAL PAYMENT AND RETENTION.....	68
21.1	Final Payment.....	68
21.2	Prerequisites for Final Payment .....	68
21.3	Retention .....	69
21.4	Substitution of Securities .....	69
22.	UNCOVERING OF WORK.....	69
23.	NONCONFORMING WORK AND CORRECTION OF WORK .....	70
23.1	Nonconforming Work .....	70
23.2	Correction of Work .....	70
23.3	District's Right to Perform Work .....	70
24.	TERMINATION AND SUSPENSION.....	71
24.1	District's Request for Assurances.....	71
24.2	District's Right to Terminate Contractor for Cause .....	71
24.3	Termination of Contractor for Convenience .....	73
24.4	Effect of Termination .....	73
24.5	Emergency Termination of Public Contracts Act of 1949 .....	74
24.6	Suspension of Work.....	75
25.	CLAIMS PROCESS .....	75
25.1	Obligation to File Claims for Disputed Work .....	75

25.2	Duty to Perform during Claim Process .....	76
25.3	Definition of Claim.....	76
25.4	Claims Presentation .....	76
25.5	Claim Resolution pursuant to Public Contract Code section 9204 .....	77
25.6	Subcontractor Pass-Through Claims.....	79
25.7	Government Code Claim Act Claim .....	79
25.8	Claim Resolution pursuant to Public Contract Code section 20104 et seq.....	80
25.9	Claim Procedure Compliance.....	82
25.10	Claim Resolution Non-Applicability.....	82
25.11	Attorney’s Fees .....	82
26.	STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS .....	82
26.1	Labor Compliance and Enforcement.....	82
26.2	Wage Rates, Travel, and Subsistence.....	83
26.3	Hours of Work .....	84
26.4	Payroll Records .....	84
26.5	[RESERVED] .....	86
26.6	Apprentices .....	86
26.7	Non-Discrimination .....	87
26.8	Labor First Aid .....	87
27.	[RESERVED] .....	87
28.	MISCELLANEOUS .....	87
28.1	Assignment of Antitrust Actions .....	87
28.2	Excise Taxes.....	88
28.3	Taxes .....	88
28.4	Shipments.....	88
28.5	Compliance with Government Reporting Requirements .....	89

**GENERAL CONDITIONS**

**1. CONTRACT TERMS AND DEFINITIONS**

**1.1 Definitions**

**Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:**

**1.1.1 Adverse Weather:** Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

**1.1.2 Allowance(s):** The Allowance Item(s) identified in the Bid Form and Proposal and included in the Contract Price. Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

**1.1.3 Allowance Expenditure Directive:** Written authorization for expenditure of an Allowance, if any. Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work.

**1.1.4 Approval, Approved, and/or Accepted:** Written authorization, unless stated otherwise.

**1.1.5 Architect (or "Design Professional in General Responsible Charge"):** The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

**1.1.6 As-Builts:** Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

**1.1.7 Bidder:** A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

**1.1.8 Burdened:** The labor rate for Contractor or any Subcontractor inclusive of any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind.

**1.1.9 Change Order:** A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

**1.1.10 Claim:** A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

**1.1.11 Construction Change Directive:** A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

**1.1.12 Construction Manager:** The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

**1.1.13 Construction Schedule:** The progress schedule of construction of the Project as provided by Contractor and approved by District.

**1.1.14 Contract, Contract Documents:** The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.14.1** Notice to Bidders
- 1.1.14.2** Instructions to Bidders
- 1.1.14.3** Bid Form and Proposal
- 1.1.14.4** Bid Bond
- 1.1.14.5** Designated Subcontractors List
- 1.1.14.6** Site Visit Certification (if a site visit was required)
- 1.1.14.7** Non-Collusion Declaration
- 1.1.14.8** Notice of Award
- 1.1.14.9** Notice to Proceed
- 1.1.14.10** Agreement
- 1.1.14.11** Escrow of Bid Documentation
- 1.1.14.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.14.13** Performance Bond
- 1.1.14.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.14.15** General Conditions
- 1.1.14.16** Special Conditions (if applicable)
- 1.1.14.17** Project Labor Agreement (if applicable)
- 1.1.14.18** Hazardous Materials Procedures and Requirements
- 1.1.14.19** Workers' Compensation Certification
- 1.1.14.20** Prevailing Wage Certification

- 1.1.14.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.14.22** Drug-Free Workplace Certification (if applicable)
- 1.1.14.23** Tobacco-Free Environment Certification
- 1.1.14.24** Hazardous Materials Certification (if applicable)
- 1.1.14.25** Lead-Based Materials Certification (if applicable)
- 1.1.14.26** Imported Materials Certification (if applicable)
- 1.1.14.27** Criminal Background Investigation/Fingerprinting Certification
- 1.1.14.28** Roofing Project Certification (if applicable)
- 1.1.14.29** Registered Subcontractors List
- 1.1.14.30** Iran Contracting Act Certification (if applicable)
- 1.1.14.31** Federal Debarment Certification (if applicable)
- 1.1.14.32** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.14.33** Post Bid Interview
- 1.1.14.34** All Plans, Technical Specifications, and Drawings
- 1.1.14.35** Any and all addenda to any of the above documents
- 1.1.14.36** Any and all change orders or written modifications to the above documents if approved in writing by the District

**1.1.15 Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

**1.1.16 Contract Time:** The time period stated in the Agreement for the completion of the Work.

**1.1.17 Contractor:** The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

**1.1.18 Daily Job Report(s):** Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

**1.1.19 Day(s):** Unless otherwise designated, day(s) means calendar day(s).

**1.1.20 Department of Industrial Relations (or "DIR"):** is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

**1.1.21 Design Professional in General Responsible Charge:** See definition of **Architect** above.

**1.1.22 Dispute:** A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

**1.1.23 District:** The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

**1.1.23.1** Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

**1.1.23.2** Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

**1.1.24 Drawings (or "Plans"):** The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

**1.1.25 DSA:** Division of the State Architect.

**1.1.26 Force Account Directive:** A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

**1.1.27 Job Cost Reports:** Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

**1.1.28 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE")):** Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

**1.1.29 Municipal Separate Storm Sewer System (or "MS4"):** A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

**1.1.30 Plans:** See **Drawings**.

**1.1.31 Premises:** The real property owned by the District on which the Site is located.

**1.1.32 Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

**1.1.33 Product Data:** 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.

**1.1.34 Program Manager:** The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to District.

**1.1.35 Project:** The planned undertaking as provided for in the Contract Documents.

**1.1.36 Project Inspector (or "Inspector"):** The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

**1.1.37 Project Labor Agreement (or "PLA"):** a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

**1.1.38 Proposed Change Order (or "PCO"):** a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

**1.1.39 Provide:** Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

**1.1.40 Qualified SWPPP Practitioners (or "QSP"):** certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

**1.1.41 Record Drawings:** Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also **As-Builts**.

**1.1.42 Request for Information (or "RFI"):** A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

**1.1.43 Request for Substitution for Specified Item:** A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

**1.1.44 Safety Orders:** Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

**1.1.45 Safety Plan:** Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

**1.1.46 Samples:** Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

**1.1.47 Shop Drawings:** All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

**1.1.48 Site:** The Project site as shown on the Drawings.

**1.1.49 Specifications:** That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

**1.1.50 State:** The State of California.

**1.1.51 Storm Water Pollution Prevention Plan (or "SWPPP"):** A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

**1.1.52 Subcontractor:** A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

**1.1.53 Submittal Schedule:** The schedule of submittals as provided by Contractor and approved by District.

**1.1.54 Surety:** The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

**1.1.55 Work:** All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

## **1.2 Laws Concerning the Contract; Venue**

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.



To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

### **1.3      No Oral Agreements**

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

### **1.4      No Assignment**

Contractor shall not assign this Contract or any part thereof including, without limitation, any Work or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

### **1.5      Notice and Service Thereof**

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

**1.5.1.1** If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

**1.5.1.2** If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

**1.5.1.3** If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

**1.5.1.4** If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

**1.5.1.5** Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

### **1.6      No Waiver**

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be

construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **1.7      Substitutions for Specified Items**

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

## **1.8      Materials and Work**

**1.8.1**      Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract, in a good and workmanlike manner, within the Contract Time.

**1.8.2**      Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, workmanship shall be of good quality, and Contractor shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

**1.8.3**      Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

**1.8.4**      For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

**1.8.5**      Contractor shall, after award of Contract by District and after relevant submittals have been reviewed, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon five (5) days' demand from District, present documentary evidence showing that orders have been placed.

**1.8.6**      District reserves the right but has no obligation, in response to Contractor's neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the Work may be completed at the date specified in the Contract, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or deducted from payment(s) to Contractor.

**1.8.7** Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

**1.8.7.1** If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

**1.8.7.2** If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

**1.8.8** Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

**1.8.9** Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Should the District, in its discretion, allow the Contractor to store materials and/or equipment for the Work off-site, Contractor will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

**1.8.10 [RESERVED]**

**2. [RESERVED]**

### **3. ARCHITECT**

**3.1** The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

**3.2** Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

**3.3** Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

**3.4** Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

### **4. CONSTRUCTION MANAGER**

**4.1** If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

**4.2** The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the

Work. The Construction Manager shall have free access to any or all parts of Work at any time.

**4.3** If the District does not use a Construction Manager on this Project, all references within the Contract Documents to Construction Manager or CM shall be read as District.

## **5. INSPECTOR, INSPECTIONS, AND TESTS**

### **5.1 Project Inspector**

**5.1.1** One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

**5.1.2** No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

**5.1.3** If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

### **5.2 Tests and Inspections**

**5.2.1** Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

**5.2.2** The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

**5.2.3** The Contractor shall notify the District's representative 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 District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

**5.2.4** 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 representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

**5.2.5** The District will select the testing laboratory and pay for the cost of all tests and inspections, excepting those inspections performed at Contractor's request and expense. Contractor shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Contract Price, and such deduction shall not constitute a withholding.

### **5.3 Costs for After Hours and/or Off Site Inspections**

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

## **6. CONTRACTOR**

Contractor shall construct and complete, in a good and workmanlike manner, the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

### **6.1 Status of Contractor**

**6.1.1** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to

Consultant's employees. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

**6.1.2** As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, <http://www.cslb.ca.gov>.

**6.1.3** As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> or current URL.

**6.1.4** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

**6.1.5** [RESERVED]

**6.1.6** Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Contractor.

**6.1.7** [RESERVED]

**6.1.8** If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

## **6.2** **Project Inspection Card(s)**

Contractor shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

## **6.3** **Contractor's Supervision**

**6.3.1** During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

**6.3.2** The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

**6.3.3** Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory project manager and/or construction superintendent shall be replaced. However, Contractor shall notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

**6.3.4** Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

#### **6.4 Duty to Provide Fit Workers**

**6.4.1** Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

**6.4.2** Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

**6.4.3** The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

**6.4.4 Fingerprinting.** Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, (A) that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.



## **6.5      Field Office**

**6.5.1**      Contractor shall provide a temporary office on the Site for the District's use exclusively, during the term of the Contract.

## **6.6      Purchase of Materials and Equipment**

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 District to assure that there will be no delays.

## **6.7      Documents on Work**

**6.7.1**      Contractor shall at all times keep on the Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

### **6.7.2      Daily Job Reports.**

**6.7.2.1**      Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

- 6.7.2.1.1**      A brief description of all Work performed on that day.
- 6.7.2.1.2**      A summary of all other pertinent events and/or occurrences on that day.
- 6.7.2.1.3**      The weather conditions on that day.
- 6.7.2.1.4**      A list of all Subcontractor(s) working on that day, including DIR registration numbers.
- 6.7.2.1.5**      A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.7.2.1.6**      A complete list of all equipment on Site that day, whether in use or not.
- 6.7.2.1.7**      A complete list of all materials, supplies, and equipment delivered on that day.
- 6.7.2.1.8**      A complete list of all inspections and tests performed on that day.

**6.7.2.2**      Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

## **6.8        Preservation of Records**

Contractor shall maintain, and District shall have the right to inspect, Contractor's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

## **6.9        Integration of Work**

**6.9.1** Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

**6.9.2** Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Contractor's and Subcontractors' work resulting therefrom.

**6.9.3** Contractor and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

**6.9.4** All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

**6.9.5** Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

## **6.10 Notifications**

**6.10.1** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.

**6.10.2** Contractor shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.

## **6.11 Obtaining of Permits, Licenses and Registrations**

**6.11.1** Contractor shall secure and pay for all permits (except DSA), licenses, registrations, approvals and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, registrations, approvals, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

### **6.11.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities.**

**6.11.2.1** Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

**6.11.2.2** Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

**6.11.2.3** Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

**6.11.2.3.1** All required visual observations, sampling, analysis, reporting and record keeping, including any Numeric Action Levels ("NALs"), if applicable;

**6.11.2.3.2** Rain Event Action Plan ("REAP") at least forty eight (48) hours prior to any forecasted rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site, if applicable;

**6.11.2.3.3** Active Treatment System ("ATS"), if applicable; and

**6.11.2.3.4** Best management practices ("BMPs").

## **6.12 Royalties and Patents**

**6.12.1** Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date that the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

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

## **6.13 Work to Comply With Applicable Laws and Regulations**

**6.13.1** Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

**6.13.1.1** National Electrical Safety Code, U. S. Department of Commerce

**6.13.1.2** National Board of Fire Underwriters' Regulations

**6.13.1.3** International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

**6.13.1.4** Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

**6.13.1.5** Industrial Accident Commission's Safety Orders, State of California

**6.13.1.6** Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

**6.13.1.7** Americans with Disabilities Act

**6.13.1.8** Education Code of the State of California

**6.13.1.9** Government Code of the State of California

**6.13.1.10** Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

**6.13.1.11** Public Contract Code of the State of California

**6.13.1.12** California Art Preservation Act

**6.13.1.13** U. S. Copyright Act

**6.13.1.14** U. S. Visual Artists Rights Act

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

**6.13.3** If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom and arising from the correction of said Work.

**6.13.4** Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

**6.13.5** [RESERVED]

**6.14**      **Safety/Protection of Persons and Property**

**6.14.1** The Contractor will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

**6.14.2** The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

**6.14.3** Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Site.

**6.14.4** Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

**6.14.5** The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

**6.14.6** Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

**6.14.7** Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

**6.14.8** Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

**6.14.9** Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

**6.14.10** Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

**6.14.11** Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

**6.14.12** In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

**6.14.13** All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

**6.14.14** All connections to public utilities and/or existing on-site services, including, without limitation, internet, phone and data connections, shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

**6.14.15** Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

**6.14.16** The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

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

**6.14.18** Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

**6.14.19** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire and/or logos, or behavior will be permitted. District may require Contractor to temporarily or permanently remove non-complying persons from Project Site.

**6.14.20** Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

**6.14.21** In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

## **6.15      Working Evenings and Weekends**

Contractor may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any increased or additional Inspector charges as a result of Contractor's increased hours, or evening and/or weekend work.

## **6.16      Cleaning Up**

**6.16.1** The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

**6.16.2** Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for continued operations. Contractor shall comply with all related provisions of the Specifications.

**6.16.3** If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

**6.16.4** Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District may, at its sole



discretion, then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price.

#### **6.17 No Relief from Obligations Based on Review by Other Persons**

**6.17.1** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

### **7. SUBCONTRACTORS**

**7.1** Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

**7.2** No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

**7.3** Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

**7.4** District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

**7.5** Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

**7.6** No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

**7.6.1** Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

**7.6.2** Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

**7.6.3** 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 his original bid did not designate a Subcontractor.

**7.7** The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

**7.7.1** If the Contract is valued at \$1 million or more and uses, or plans to use, state bond funds, then Contractor is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

**7.7.2** Contractor is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

**7.8** Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

**7.9** Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

## **8. OTHER CONTRACTS/CONTRACTORS**

**8.1** District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

**8.2** In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

**8.3** If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

**8.4** To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

**8.5** Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

**8.6** Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or Premises operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

## **9. DRAWINGS AND SPECIFICATIONS**

**9.1** A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

**9.2** Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

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

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

**9.5** Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

**9.6** In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and

Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

**9.7** Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

**9.8** As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

### **9.9 Ownership of Drawings**

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

## **10. CONTRACTOR'S SUBMITTALS AND SCHEDULES**

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

### **10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values**

**10.1.1** Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

**10.1.1.1** Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

**10.1.1.1.1** The District is not required to approve a preliminary schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor completes the Project beyond the date shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time between the early completion date and the end of the Contract Time shall be Float.

**10.1.1.2** Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

**10.1.1.2.1** Divided into at least the following categories:

- 10.1.1.2.1.1** Overhead and profit;
- 10.1.1.2.1.2** Supervision;
- 10.1.1.2.1.3** General conditions;
- 10.1.1.2.1.4** Layout;
- 10.1.1.2.1.5** Mobilization;
- 10.1.1.2.1.6** Submittals;
- 10.1.1.2.1.7** Bonds and insurance;
- 10.1.1.2.1.8** Close-out/Certification documentation;
- 10.1.1.2.1.9** Demolition;
- 10.1.1.2.1.10** Installation;
- 10.1.1.2.1.11** Rough-in;
- 10.1.1.2.1.12** Finishes;
- 10.1.1.2.1.13** Testing;
- 10.1.1.2.1.14** Punchlist and District acceptance.

**10.1.1.2.2** And also divided by each of the following areas:

- 10.1.1.2.2.1** Site work;
- 10.1.1.2.2.2** By each building;
- 10.1.1.2.2.3** By each floor.

**10.1.1.2.3** The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3** Bonds and insurance combined to equal not more than 2%.
- 10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

**10.1.1.2.4** Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

**10.1.1.2.5** Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. For example, without limiting the foregoing, Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

**10.1.1.2.6** The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

**10.1.1.2.7** Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

**10.1.1.3 Preliminary Schedule of Submittals.** A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

**10.1.1.4 Safety Plan.** Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

**10.1.1.4.1** All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

**10.1.1.4.2** All provisions regarding Project safety, including all applicable provisions in these General Conditions.

**10.1.1.4.3** Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

**10.1.1.5 Complete Registered Subcontractors List.** The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

**10.1.2** Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

**10.1.3** The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

**10.1.4** The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

**10.1.5** All schedules must be approved by the District before Contractor can rely on them as a basis for payment.

## **10.2 Monthly Progress Schedule(s)**

**10.2.1** Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

**10.2.2** Contractor shall submit Monthly Progress Schedule(s) with all payment applications.

**10.2.3** Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

**10.2.4** The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

**10.2.5** The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

**10.2.6** All schedules must be approved by the District before Contractor can rely on them as a basis for payment.

### **10.3      Material Safety Data Sheets (MSDS)**

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Contractor is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

### **10.4      Submittals**

**10.4.1** Architect's favorable 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 Architect's attention to the deviations at the time of submission and the Architect has given specific written response. "Favorable review" shall mean merely that Architect has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials or equipment proposed.

## **11.      SITE ACCESS, CONDITIONS, AND REQUIREMENTS**

### **11.1      Site Investigation**

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

Prior to commencing the Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey. This electronic record shall serve as a basis for determining any damages caused by the Contractor during the Project. The Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

### **11.2      Soils Investigation Report**

**11.2.1** When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor but shall not be a part of this Contract and shall not alleviate or excuse the Contractor's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to



determine underground condition of soil. Although any such report is not a part of this Contract, recommendations from the report may be included in the Drawings, Specifications, or other Contract Documents. It is Contractor's sole responsibility to thoroughly review all Contract Documents, Drawings, and Specifications.

**11.2.2** Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

### **11.3      Access to Work**

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

### **11.4      Layout and Field Engineering**

**11.4.1** All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

**11.4.2** The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Contractor shall follow best practices, including but not limited to potholing to avoid utilities. District shall not be liable for any claim for allowances because of Contractor's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

**11.4.3** Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

### **11.5      Utilities**

Utilities shall be provided as indicated in the Specifications.

### **11.6      Sanitary Facilities**

Sanitary facilities shall be provided as indicated in the Specifications.

### **11.7      Surveys**

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

### **11.8      Regional Notification Center**

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract Time.

### **11.9      Existing Utility Lines**

**11.9.1** Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

**11.9.2** Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

**11.9.3** No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

**11.9.4** If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

### **11.10     Notification**

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

### **11.11     Hazardous Materials**

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

### **11.12     No Signs**

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

## **12.     TRENCHES**

### **12.1     Trenches Greater Than Five Feet**

Pursuant to Labor Code section 6705, if the Contract Price 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, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

### **12.2     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 District or by the person to whom authority to accept has been delegated by the District.

### **12.3     No Tort Liability of District**

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

### **12.4     No Excavation without Permits**

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any

permits shall be prominently displayed on the Site prior to the commencement of any excavation.

## **12.5 Discovery of Hazardous Waste and/or Unusual Conditions**

**12.5.1** Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

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

**12.5.1.2** Subsurface or latent physical conditions at the Site differing from those indicated.

**12.5.1.3** 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.

**12.5.2** The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

**12.5.3** In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the 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 that pertain to the resolution of disputes and protests.

## **13. INSURANCE AND BONDS**

### **13.1 Insurance**

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be at least as broad as the amounts and include the provisions set forth herein.

#### **13.1.1 Commercial General Liability and Automobile Liability Insurance**

**13.1.1.1** Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be

provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

**13.1.1.2** Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

**13.1.1.3** All such policies shall be written on an occurrence form.

**13.1.2 Excess Liability Insurance**

**13.1.2.1** If Contractor's underlying policy limits are less than required, subject to the District's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein..

**13.1.2.2** There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

**13.1.2.3** The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Contractor's primary limits to the minimum requirements herein.

**13.1.3 Subcontractor(s):** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

**13.1.4 Workers' Compensation and Employers' Liability Insurance**

**13.1.4.1** In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

**13.1.4.2** Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain

Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

#### **13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance**

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

#### **13.1.6 Pollution Liability Insurance**

**13.1.6.1** Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Contractor shall procure and maintain these coverages separately.

**13.1.6.2** Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

**13.1.6.3** If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an

approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

**13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates**

**13.1.7.1** Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

**13.1.7.2** Endorsements, certificates, and insurance policies shall include the following:

**13.1.7.2.1** A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

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

**13.1.7.2.3** All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

**13.1.7.2.4** All endorsements shall waive any right to subrogation against any of the named additional insureds.

**13.1.7.2.5** Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

**13.1.7.2.6** Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

**13.1.7.3** No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

**13.1.7.4** Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

**13.1.7.5** Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

**13.1.7.6** The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

**13.1.7.7** Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

#### **13.1.8 Insurance Policy Limits**

**13.1.8.1** Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
<b>Automobile Liability</b>	Any Auto – Combined Single Limit	\$1,000,000
<b>Workers' Compensation</b>		Statutory limits pursuant to State law
<b>Employers' Liability</b>		\$1,000,000
<b>Builder's Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.
<b>Pollution Liability</b>		\$1,000,000 per claim; \$2,000,000 aggregate

**13.1.8.2** If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall



be deemed liability coverage for all actions it performs in connection with the Contract.

### **13.2 Contract Security - Bonds**

**13.2.1** Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

**13.2.1.1** Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

**13.2.1.2** Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

**13.2.2** Cost of bonds shall be included in the Bid and Contract Price.

**13.2.3** All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

## **14. WARRANTY/GUARANTEE/INDEMNITY**

### **14.1 Warranty/Guarantee**

**14.1.1** The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

**14.1.2** In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

**14.1.2.1** The acceptance by the District's governing board of the Work, subject to these General Conditions, or

**14.1.2.2** The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

**14.1.3** If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

**14.1.4** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

**14.1.5** Nothing herein shall limit any other rights or remedies available to District.

## **14.2 Indemnity and Defense**

**14.2.1** To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

**14.2.2** To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or

defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnatee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnatee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnatee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

**14.2.3** Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

**14.2.4** Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

**14.2.5** In any and all Claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**14.2.6** The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

**14.2.7** The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

## **15. TIME**

### **15.1 Notice to Proceed**

**15.1.1** District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

**15.1.2** In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

**15.1.3** If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

### **15.2 Computation of Time / Adverse Weather**

**15.2.1** The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

**15.2.1.1** The weather conditions constitute Adverse Weather, as defined herein;

**15.2.1.2** Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

**15.2.1.3** The Contractor's crew is dismissed as a result of the Adverse Weather;

**15.2.1.4** Said delay adversely affects the critical path in the Construction Schedule; and

**15.2.1.5** Exceeds twelve (12) days of delay per year.

**15.2.2** If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.

**15.2.3** The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

**15.2.4** The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

### **15.3 Hours of Work**

#### **15.3.1 Sufficient Forces**

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

#### **15.3.2 Performance During Working Hours**

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

#### **15.3.3 No Work during State Testing**

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

### **15.4 Progress and Completion**

#### **15.4.1 Time of the Essence**

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

#### **15.4.2 No Commencement Without Insurance or Bonds**

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

### **15.5 Schedule**

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

## **15.6      Expeditious Completion**

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

## **16.      EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

### **16.1      Liquidated Damages**

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

### **16.2      Excusable Delay**

**16.2.1** Contractor shall not be charged for liquidated damages because of any delays in completion of the Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, including a Force Majeure event, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

**16.2.2** Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

**16.2.3** In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

**16.2.3.1** The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

**16.2.3.2** Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A portion of any delay of seven (7) days or more must be provided.)

**16.2.3.3** A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

**16.3      No Additional Compensation for Delays Within Contractor's Control**

**16.3.1** Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

**16.3.2** Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

**16.3.2.1** The District is responsible for the delay;

**16.3.2.2** The delay is unreasonable under the circumstances involved;

**16.3.2.3** The delay was not within the contemplation of the District and Contractor;

**16.3.2.4** The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and

**16.3.2.5** Contractor timely complies with the claims procedure of the Contract Documents.

**16.3.3** Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided that Contractor can demonstrate such additional costs are:

**16.3.3.1** Actually incurred performing the Work;

**16.3.3.2** Not compensated by the Markup allowed; and

**16.3.3.3** Directly result from the extended Contract Time.

Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not seek or recover such costs using formulas (e.g. Eichleay, labor factors).

#### **16.4      Force Majeure**

"Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. No obligation that arose before the Force Majeure event that could and should have been fully performed before such Force Majeure event is excused as a result of such Force Majeure event.

#### **16.5      Float or Slack in the Schedule**

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

### **17.      CHANGES IN THE WORK**

#### **17.1      No Changes Without Authorization**

**17.1.1**      There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to



the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. 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.

**17.1.2** Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

**17.1.3** Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor, and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

**17.1.4** A Change Order or Construction Change Directive will become effective when approved by the Board, notwithstanding that Contractor has not signed it. A Change Order or Construction Change Directive will become effective without Contractor's signature provided District indicates it as a "Unilateral Change Order". Any dispute as to the adjustment in the Contract Price or Contract Time, if any, of the Unilateral Change Order shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

**17.1.5** Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

## **17.2 Architect Authority**

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

## **17.3 Change Orders**

**17.3.1** A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

**17.3.1.1** A description of a change in the Work;

**17.3.1.2** The amount of the adjustment in the Contract Price, if any; and

**17.3.1.3** The extent of the adjustment in the Contract Time, if any.

#### **17.4      Construction Change Directives**

**17.4.1** A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

**17.4.2** The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

#### **17.5      Force Account Directives**

**17.5.1** When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

**17.5.2** The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

**17.5.3** All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

**17.5.4** The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.

**17.5.5** The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely

notify the District regarding the commencement of force account work, or exceeding the force account budget.

**17.5.6** The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report using Document 00 63 47, "Daily Force Account Report," no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

**17.5.7** In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

## **17.6 Price Request**

### **17.6.1 Definition of Price Request**

A Price Request is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

### **17.6.2 Scope of Price Request**

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

## **17.7 Proposed Change Order**

### **17.7.1 Definition of Proposed Change Order**

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

### **17.7.2 Changes in Contract Price**

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

### **17.7.3 Changes in Time**

A PCO shall also include any changes in time required to complete the Project. 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 Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

### **17.7.4 Allowances**

If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

### **17.7.5 Unknown and/or Unforeseen Conditions**

Separate from what is provided in the Allowance, if Contractor requests an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

### **17.7.6 Time to Submit Proposed Change Order**

Contractor shall submit its PCO, using Document 00 63 57 (Proposed Change Order Form), within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the

basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

**17.7.7 Proposed Change Order Certification**

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

## 17.8 Format for Proposed Change Order

**17.8.1** The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add Overhead and Profit for any and all tiers of Subcontractor</u></b> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add General Conditions Cost</u></b> (if Time is Compensable) (attach supporting documentation)		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed five percent (5%) of Item (h)		
(j)	<b><u>Subtotal</u></b>		
(k)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (j)		
(l)	<b><u>TOTAL</u></b>		
(m)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b>_____ Calendar Days</b>	

	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Add General Conditions Cost</u></b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b><u>Subtotal</u></b>		
(f)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<b><u>Subtotal</u></b>		
(h)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (g)		
(i)	<b><u>TOTAL</u></b>		
(j)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b>_____ Calendar Days</b>	

**17.8.2 Mandatory Use of Forms.** Contractor shall only submit PCOs by completing Document 00 63 57 (Proposed Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's evaluation of PCOs. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any purported PCO that does not comply with Document 00 63 57 (Proposed Change Order Form).

**17.8.3 Labor.** Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent. If applicable, District will pay Contractor the reasonable costs for room and board, supported with appropriate backup documentation, without markup for profit or overhead as provided by U.S. General Services Administration per diem rates for California lodging, meals and incidentals, <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

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

**17.8.5 Equipment.** As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site

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

**17.8.6 General Conditions Cost.** The phrase "General Conditions Cost" shall mean, other than expressly limited or excluded herein, the costs of Contractor during the construction phase, including but not limited to: payroll costs for project manager for Work conducted at the Site, payroll costs for the superintendent and full-time general foremen, workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor or Subcontractors, and fees for permits and licenses.

**17.8.7 Overhead and Profit.** The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, general conditions costs and home office expenses.

## **17.9 Change Order Certification**

**17.9.1** All Change Orders and PCOs include the following certification by the Contractor, either in the form specifically or incorporated by this reference:

**17.9.1.1** The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.



**17.9.1.2** It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**17.9.2** Accord and Satisfaction: Contractor's execution of any Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.

**17.9.3 Mandatory Use of Forms.** Contractor shall only submit Change Orders by completing Document 00 63 63 (Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's processing of Change Orders. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any change that does not comply with Document 00 63 63 (Change Order Form).

#### **17.10 Determination of Change Order Cost**

**17.10.1** The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

**17.10.1.1** District acceptance of a PCO;

**17.10.1.2** By unit prices contained in Contractor's original bid;

**17.10.1.3** By agreement between District and Contractor.

#### **17.11 Deductive Change Orders**

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

#### **17.12     Addition or Deletion of Alternate Bid Item(s)**

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

#### **17.13     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 omission in the Work as provided herein.

#### **17.14     Accounting Records**

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

#### **17.15     Notice Required**

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

#### **17.16     Applicability to Subcontractors**

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

**17.17     Alteration to Change Order Language**

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

**17.18     Failure of Contractor to Execute Change Order**

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

**18.     REQUEST FOR INFORMATION**

**18.1**     Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

**18.2**     The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

**19.     PAYMENTS**

**19.1     Contract Price**

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

**19.2     Applications for Progress Payments**

**19.2.1     Procedure for Applications for Progress Payments**

**19.2.1.1     Application for Progress Payment**

**19.2.1.1.1**     Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

**19.2.1.1.1.1** 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;

**19.2.1.1.1.2** The amount being requested under 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;

**19.2.1.1.1.3** The balance that will be due to each of such entities after said payment is made;

**19.2.1.1.1.4** A certification that the As-Built Drawings and annotated Specifications are current;

**19.2.1.1.1.5** Itemized breakdown of work done for the purpose of requesting partial payment;

**19.2.1.1.1.6** An updated and acceptable construction schedule in conformance with the provisions herein;

**19.2.1.1.1.7** The additions to and subtractions from the Contract Price and Contract Time;

**19.2.1.1.1.8** A total of the retentions held;

**19.2.1.1.1.9** Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

**19.2.1.1.1.10** The percentage of completion of the Contractor's Work by line item;

**19.2.1.1.1.11** Schedule of Values updated from the preceding Application for Payment;

**19.2.1.1.1.12** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

**19.2.1.1.1.13** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

**19.2.1.1.1.14** A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date

of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

**19.2.1.1.1.15** The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

**19.2.1.1.1.16** All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

**19.2.1.1.1.16.1** Contractor and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

**19.2.1.1.1.16.2** Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

**19.2.1.1.2** Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

## **19.2.2 Prerequisites for Progress Payments**

**19.2.2.1 First Payment Request:** The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

**19.2.2.1.1** Installation of the Project sign;

**19.2.2.1.2** Installation of field office;

**19.2.2.1.3** Installation of temporary facilities and fencing;

**19.2.2.1.4** Schedule of Values;

**19.2.2.1.5** Contractor's Construction Schedule;

**19.2.2.1.6** Schedule of unit prices, if applicable;

**19.2.2.1.7** Submittal Schedule;

**19.2.2.1.8** Receipt by Architect of all submittals due as of the date of the payment application;

**19.2.2.1.9** Copies of necessary permits;

**19.2.2.1.10** Copies of authorizations and licenses from governing authorities;

**19.2.2.1.11** Initial progress report;

**19.2.2.1.12** Surveyor qualifications;

**19.2.2.1.13** Written acceptance of District's survey of rough grading, if applicable;

**19.2.2.1.14** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

**19.2.2.1.15** All bonds and insurance endorsements; and

**19.2.2.1.16** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

**19.2.2.2 Second Payment Request:** The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

**19.2.2.3 No Waiver of Criteria:** Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

### **19.3 Progress Payments**

#### **19.3.1 District's Approval of Application for Payment**

**19.3.1.1** Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

**19.3.1.1.1** Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

**19.3.1.1.2** Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the

District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

**19.3.1.1.3** An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

**19.3.1.2** The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

**19.3.1.2.1** Observation of the Work for general conformance with the Contract Documents,

**19.3.1.2.2** Results of subsequent tests and inspections,

**19.3.1.2.3** Minor deviations from the Contract Documents correctable prior to completion, and

**19.3.1.2.4** Specific qualifications expressed by the Architect.

**19.3.1.3** District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

## **19.3.2 Payments to Contractor**

**19.3.2.1** Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

**19.3.2.2** 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 District concerning the Work, or any portion thereof, remains incomplete.

**19.3.2.3** If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

### **19.3.3    No Waiver**

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

## **19.4        Decisions to Withhold Payment**

### **19.4.1    Reasons to Withhold Payment**

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

**19.4.1.1** Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

**19.4.1.2** Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

**19.4.1.3** Written notice to withhold payment from Contractor by payment and/or performance bond surety(ies).

**19.4.1.4** Liquidated damages assessed against the Contractor.

**19.4.1.5** The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

**19.4.1.6** Damage to the District or other contractor(s).

**19.4.1.7** Unsatisfactory prosecution of the Work by the Contractor.

**19.4.1.8** Failure to store and properly secure materials.

**19.4.1.9** Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

**19.4.1.10** Failure of the Contractor to maintain As-Built Drawings.

**19.4.1.11** Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.



**19.4.1.12** Unauthorized deviations from the Contract Documents.

**19.4.1.13** Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

**19.4.1.14** Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

**19.4.1.15** Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

**19.4.1.16** Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

**19.4.1.17** Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

**19.4.1.18** Failure to properly maintain or clean up the Site.

**19.4.1.19** Failure to timely indemnify, defend, or hold harmless the District.

**19.4.1.20** Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

**19.4.1.21** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

**19.4.1.22** Failure to pay any royalty, license or similar fees.

**19.4.1.23** Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

**19.4.1.24** Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

#### **19.4.2     Reallocation of Withheld Amounts**

**19.4.2.1** District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract

by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

**19.4.2.2** If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

#### **19.4.3     Payment After Cure**

When Contractor removes the grounds for declining approval, 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.

### **19.5     Subcontractor Payments**

#### **19.5.1     Payments to Subcontractors**

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, 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. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

#### **19.5.2     No Obligation of District for Subcontractor Payment**

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

#### **19.5.3     Joint Checks**

District shall have the right in its sole discretion, if necessary for the protection of the District, 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. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

## **20. COMPLETION OF THE WORK**

### **20.1 Completion**

**20.1.1** District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

**20.1.2** The Work may only be accepted as complete by action of the governing board of the District.

**20.1.3** District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

**20.1.4** At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

### **20.2 Close-Out/Certification Procedures**

#### **20.2.1 Punch List**

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

#### **20.2.2 Close-Out/Certification Requirements**

##### **20.2.2.1 Utility Connections**

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

##### **20.2.2.2 Record Drawings and Record Specifications**

**20.2.2.2.1** Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

**20.2.2.2.2** Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the

Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

**20.2.2.2.3** Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

**20.2.2.3 Construction Storm Water Permit, if applicable**

Contractor shall submit to District all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

**20.2.2.4 Maintenance Manuals:** Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

**20.2.2.5 Source Programming:** Contractor shall provide all source programming for all items in the Project.

**20.2.2.6 Verified Reports:** Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

**20.3 Final Inspection**

**20.3.1** Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

**20.3.2** Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

**20.3.3 Final Inspection Requirements**

**20.3.3.1** Before calling for final inspection, Contractor shall determine that the following have been performed:

**20.3.3.1.1** The Work has been completed.

- 20.3.3.1.2** All life safety items are completed and in working order.
- 20.3.3.1.3** Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.
- 20.3.3.1.4** Electrical circuits scheduled in panels and disconnect switches labeled.
- 20.3.3.1.5** Painting and special finishes complete.
- 20.3.3.1.6** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.
- 20.3.3.1.7** Tops and bottoms of doors sealed.
- 20.3.3.1.8** Floors waxed and polished as specified.
- 20.3.3.1.9** Broken glass replaced and glass cleaned.
- 20.3.3.1.10** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
- 20.3.3.1.11** Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.
- 20.3.3.1.12** Finished and decorative work shall have marks, dirt, and superfluous labels removed.
- 20.3.3.1.13** Final cleanup, as provided herein.

## **20.4      Costs of Multiple Inspections**

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

## **20.5      Partial Occupancy or Use Prior to Completion**

### **20.5.1      District's Rights to Occupancy**

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible 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 unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

#### **20.5.2 Inspection Prior to Occupancy or Use**

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect 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.

#### **20.5.3 No Waiver**

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

### **21. FINAL PAYMENT AND RETENTION**

#### **21.1 Final Payment**

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

#### **21.2 Prerequisites for Final Payment**

The following conditions must be fulfilled prior to Final Payment:

**21.2.1** A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

**21.2.2** A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

**21.2.3** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

**21.2.4** A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

**21.2.5** The Contractor shall have made all corrections to the Work that 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 District required under the Contract Documents.

**21.2.6** 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.

**21.2.7** Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

**21.2.8** Architect shall have issued its written approval that final payment can be made.

**21.2.9** The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

**21.2.10** The Contractor shall have completed final clean-up as provided herein.

### **21.3      Retention**

**21.3.1** The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

**21.3.1.1** After approval by the Architect of the Application and Certificate of Payment,

**21.3.1.2** After the satisfaction of the conditions set forth herein, and

**21.3.1.3** After forty-five (45) days after the recording of the Notice of Completion by District.

**21.3.2** No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

### **21.4      Substitution of Securities**

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

## **22.      UNCOVERING OF WORK**

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

## **23. NONCONFORMING WORK AND CORRECTION OF WORK**

### **23.1 Nonconforming Work**

**23.1.1** Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

**23.1.2** If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

### **23.2 Correction of Work**

#### **23.2.1 Correction of Rejected Work**

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion 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 Inspector's or the Architect's services and expenses made necessary thereby.

#### **23.2.2 One-Year Warranty Corrections**

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

### **23.3 District's Right to Perform Work**

**23.3.1** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may, without prejudice to any other remedy



it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**23.3.2** If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

**23.3.2.1** That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

**23.3.2.2** That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

**23.3.2.3** That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

## **24. TERMINATION AND SUSPENSION**

### **24.1 District's Request for Assurances**

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

### **24.2 District's Right to Terminate Contractor for Cause**

**24.2.1 Grounds for Termination:** The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

**24.2.1.1** Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

**24.2.1.2** Contractor fails to complete said Work within the time specified or any extension thereof, or

**24.2.1.3** Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

**24.2.1.4** Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

**24.2.1.5** Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

**24.2.1.6** Contractor persistently disregards laws, or ordinances, or instructions of District; or

**24.2.1.7** Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**24.2.1.8** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

#### **24.2.2 Notification of Termination**

**24.2.2.1** Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

**24.2.2.2** Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

**24.2.2.2.1** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

**24.2.2.2.2** Commences performance of this Contract within three (3) days from date of serving of its notice to District.

**24.2.2.3** Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

**24.2.2.4** If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

### **24.3      Termination of Contractor for Convenience**

**24.3.1** District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

**24.3.2** Upon notice, Contractor shall:

**24.3.2.1** Cease operations as directed by the District in the notice;

**24.3.2.2** Take necessary actions for the protection and preservation of the Work as soon as possible; and

**24.3.2.3** Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**24.3.3** Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

**24.3.4** Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

### **24.4      Effect of Termination**

**24.4.1** Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

**24.4.2** In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the

District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

**24.4.3** In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

**24.4.4** In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

**24.4.5** If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

**24.4.6** The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

**24.4.7** The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

## **24.5 Emergency Termination of Public Contracts Act of 1949**

**24.5.1** This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

**24.5.1.1** Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

**24.5.1.2** Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

**24.5.2** Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

**24.6**      **Suspension of Work**

**24.6.1** District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

**24.6.1.1** An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

**24.6.1.1.1** That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

**24.6.1.1.2** That an equitable adjustment is made or denied under another provision of the Contract; or

**24.6.1.1.3** That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

**24.6.1.2** Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

**25.      CLAIMS PROCESS**

**25.1      Obligation to File Claims for Disputed Work**

**25.1.1** Should Contractor otherwise seek extra time or compensation for any reason whatsoever ("Disputed Work"), then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance

with the Contract. If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

**25.1.2** Contractor's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

## **25.2 Duty to Perform during Claim Process**

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

## **25.3 Definition of Claim**

**25.3.1** Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

**25.3.1.1** A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

**25.3.1.2** Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

**25.3.1.3** An amount of payment disputed by the District.

## **25.4 Claims Presentation**

### **25.4.1 Form and Contents of Claim**

**25.4.1.1** If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

**25.4.1.2** Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

**25.4.1.2.1** The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

**25.4.1.2.2** Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

**25.4.1.2.3** The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

**25.4.1.2.4** The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

**25.4.1.2.5** The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

**25.4.1.3** The Claim shall include the following certification by the Contractor:

**25.4.1.3.1** The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

**25.4.1.3.2** Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**25.4.2** Contractor shall bear all costs incurred in the preparation and submission of a Claim.

**25.4.3** Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

## **25.5 Claim Resolution pursuant to Public Contract Code section 9204**

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps:

### **25.5.1 STEP 1:**

**25.5.1.1** Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall

conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

**25.5.1.1.1** Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

**25.5.1.2** Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

**25.5.1.3** If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

## **25.5.2 STEP 2:**

**25.5.2.1** If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

**25.5.2.1.1.1** Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

## **25.5.3 STEP 3:**



**25.5.3.1** Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

**25.5.3.1.1** For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

**25.5.3.2** Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

#### **25.5.4 STEP 4:**

**25.5.4.1** If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

### **25.6 Subcontractor Pass-Through Claims**

**25.6.1** If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

**25.6.2** Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

**25.6.3** The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

### **25.7 Government Code Claim Act Claim**

**25.7.1** If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all

claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

**25.7.2** Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

**25.7.3** For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

**25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.**

**25.8.1** In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

**25.8.1.1** Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

**25.8.1.2** For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

**25.8.1.2.1** If additional information is required, it shall be requested and provided by mutual agreement of the parties.

**25.8.1.2.2** District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

**25.8.1.3** For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

**25.8.1.3.1** If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

**25.8.1.3.2** The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

**25.8.1.4** If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District'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 demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

**25.8.1.5** Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

**25.8.1.6** For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

**25.8.1.7** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

**25.8.1.8** The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

**25.8.2** Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

## **25.9 Claim Procedure Compliance**

**25.9.1** Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

**25.9.2** District shall not be deemed to waive any provision under this Article 25, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

## **25.10 Claim Resolution Non-Applicability**

**25.10.1** The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

**25.10.1.1** Personal injury, wrongful death or property damage claims;

**25.10.1.2** Latent defect or breach of warranty or guarantee to repair;

**25.10.1.3** Stop payment notices;

**25.10.1.4** District's rights set forth in the Article on Suspension and Termination;

**25.10.1.5** Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

**25.10.1.6** District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

## **25.11 Attorney's Fees**

**25.11.1** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

## **26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS**

### **26.1 Labor Compliance and Enforcement**

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified

payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

## **26.2      Wage Rates, Travel, and Subsistence**

**26.2.1** Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, 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 to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

**26.2.2** Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

**26.2.3** Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

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

**26.2.5** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

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

**26.2.7** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time,

subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

**26.2.8** Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

## **26.3      Hours of Work**

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

**26.3.2** Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

**26.3.3** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

**26.3.4** Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

## **26.4      Payroll Records**

**26.4.1** Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work

classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

**26.4.1.1** The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

**26.4.1.1.1** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

**26.4.1.1.2** Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

**26.4.2** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

**26.4.2.1** A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

**26.4.2.2** CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

**26.4.2.3** CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

**26.4.3** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

**26.4.4** Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

**26.4.5** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall,

as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

**26.4.6 [RESERVED]**

**26.5 [RESERVED]**

**26.6 Apprentices**

**26.6.1** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

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

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

**26.6.4** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

**26.6.5** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

**26.6.6** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**26.6.7** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

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

**26.6.7.2** Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in



accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

**26.6.8** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**26.6.9** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

**26.7 Non-Discrimination**

**26.7.1** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

**26.7.2** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

**26.8 Labor First Aid**

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

**27. [RESERVED]**

**28. MISCELLANEOUS**

**28.1 Assignment of Antitrust Actions**

**28.1.1** Section 7103.5(b) of the Public Contract Code states:

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

**28.1.2** Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**28.1.3** Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**28.1.4** Section 4554 of the Government Code states:

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

**28.1.5** Under this Article, "public purchasing body" is District and "bidder" is Contractor.

**28.2** **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

**28.3** **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

**28.4** **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for

containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

**28.5      Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

**SPECIAL CONDITIONS**

**1. Modernization Projects**

**1.1 Access.** Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

**1.2 Keys.** Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

**1.3 Maintaining Services.** The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

**1.4 Maintaining Utilities.** The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

**1.5 Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

**1.6 Work during Instructional Time.** By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

**1.7 No Work during Student Testing.** Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District

students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

## **2. Badge Policy for Contractors**

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

**2.1** Badges must be filled out in full and contain the following information:

**2.1.1** Name of Contractor

**2.1.2** Name of Employee

**2.1.3** Contractor's address and phone number

**2.2** Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

**2.3** Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

## **3. Substitutions for Specified Items**

*Replace Section 1.7 in the General Conditions with the following provisions:*

**1.7.1** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

**1.7.1.1** If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

**1.7.1.2** This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

**1.7.2** A request for a substitution shall be submitted as follows:

**1.7.2.1** Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

**1.7.2.2** Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

**1.7.3** Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

**1.7.3.1** All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

**1.7.3.2** Available maintenance, repair or replacement services;

**1.7.3.3** Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

**1.7.3.4** Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

**1.7.3.5** The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

**1.7.4** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

**1.7.4.1** The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

**1.7.4.2** The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

**1.7.4.3** The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

**1.7.4.4** The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

**1.7.4.5** The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

**1.7.5** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

**1.7.6** In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

**1.7.7** Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

**4. [RESERVED]**

**5. Insurance Policy Limits**

All of Contractor's insurance shall comply with Article 13 of the General Conditions with exception to the following:

<b>Builder's Risk (Course of Construction)</b>		<b>Not Applicable to this Project.</b>
<b>Pollution Liability</b>		<b>Not Applicable to this Project.</b>

**6. As-Builts and Record Drawings**

**6.1** When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one full size, full color electronic PDF via USB; and (ii) one complete set full color, bond-paper copy of the as-built Plans.

**6.2** All changes illustrated on the As-Built Plans and Specifications must be performed by an experienced and qualified professional or draftsman using Bluebeam Revu through Bluebeam Session, or some other software or method approved in advance by the Construction Manager and/or the Architect. The Construction Manager will create a Bluebeam Revu Session and invite the contractor and Design team for this purpose. All changes must be illustrated in Bluebeam (or other method approved by the Construction Manager and/or the Architect) and must employ dimensioning techniques and other drafting standards that are consistent with those used in the Contract Documents. Each one of the improved or modified utilities including but not limited to the electrical, plumbing, mechanical and storm drain system shall be clearly marked with designated colors on the Bluebeam session. If the Plans and Specifications are not of sufficient size, scale or detail to appropriately illustrate the as-built Work, the Contractor must furnish its own drawings showing appropriate details and dimensions. If shop drawings are used to illustrate portions of the as-built Work, the applicable portions of

the As-Built Plans and Specifications must be marked to reference such shop drawings. Changes, supplemental information and notes must be recorded in blank areas of the As-Built Plans and Specifications, such as page margins or the backs of opposite pages, or on separate sheets of paper inserted into the As-Built Plans and Specifications. As-built changes to text must include lining out any superseded text so that it is still legible and can be compared to the inserted text. Each update to the As-Built Plans and Specifications must include the name of the person who made the changes to the As-Built Plans and Specifications and the date such changes were made. The Architect or Construction Manager may provide a standard certification block for use by the Contractor in submitting updates to the As-Built Plans and Specifications.

**6.3** Contractor must obtain final approval of the As-Built Plans and Specifications from the Architect, Construction Manager and Inspector of Record. After obtaining such approval, the Contractor must employ a competent draftsman to: (i) transfer the as-built information to Plans on electronic files using the most current version of AutoCAD or other commonly-used program as directed or approved by the Architect; and (ii) prepare a complete set of as-built Plans through Bluebeam, unless another software or method is otherwise approved by the Construction Manager and/or the Architect. Upon completing the electronic as-built Plans, the Contractor must submit to the Construction Manager: (i) one archive-quality PDF electronic file of the As-Built Plans and Specifications approved by the Inspector of Record that have been certified by the Contractor as being complete and fully and accurately representing the as-built condition of the Work, provided on USB or via download link; and (ii) one complete set full color, bond-paper copy of the as-built Plans.

## **7. Disabled Veteran Business Enterprises**

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. The Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

## **8. Construction Manager**

The District will use a Construction Manager on the Project that is the subject of this Contract. **Fonder-Salari, Inc.** is the Construction Manager for this Project; primary contacts for the project are Adam Wentworth, ([adam.wentworth@fonder-salari.com](mailto:adam.wentworth@fonder-salari.com)) and James Albin ([james.albin@fonder-salari.com](mailto:james.albin@fonder-salari.com)).

## **9. Federal Funds – Wages**

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

*The following provisions are added as Section 27 of the General Conditions:*



## **27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS**

### **27.1 Minimum Wages**

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

**27.1.1** All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

**27.1.2** Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

**27.1.2.1** The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

**27.1.2.2** The classification is utilized in the area by the construction industry; and

**27.1.2.3** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**27.1.3** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

**27.1.4** In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

**27.1.5** The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

**27.1.6** Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**27.1.7** If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

**27.2 Withholding.** District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the

suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **27.3 Payrolls and basic records.**

**27.3.1** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**27.3.2** The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

**27.3.3** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

**27.3.3.1** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

**27.3.3.2** That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

**27.3.3.3** That such information is correct and complete;

**27.3.3.4** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

**27.3.3.5** That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

**27.3.3.6** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

**27.3.3.7** The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

**27.3.3.8** The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

**27.3.3.9** The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **27.4 Apprentices and trainees**

**27.4.1 Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a

State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

**27.4.2 Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less

than the applicable predetermined rate for the Work performed until an acceptable program is approved.

**27.4.3 Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**27.5 Compliance with Copeland Act requirements.** Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

**27.6 Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

**27.7 Contract termination: debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

**27.8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

**27.9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**27.10 Certification of eligibility.**

**27.10.1** By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**27.10.2** No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**27.10.3** Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**27.11      Clauses Mandated by Contract Work Hours and Safety Standards Act.**

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

**27.11.1      Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**27.11.2      Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

**27.11.3      Withholding for unpaid wages and liquidated damages.** The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.

**27.11.4      Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

**11.      Federal Funds – Debarment**

*As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.5 of the General Conditions:*

This Project uses or may plan to use federal funds. Consequently, Contractor is required to provide a signed "Federal Debarment" certification with its bid. This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 89, Section 98.510, Participants;

responsibilities. The regulations were published as Part of VII of the May 26, 1988 Federal Register (pages 19160-19211).

**12. Federal Funds – Byrd Anti-Lobbying**

*As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.7 of the General Conditions:*

If the contract exceeds \$100,000, Contractor is required to provide a signed "Byrd Anti-Lobbying" certification with its bid ((31 U.S.C. 1352) (Appendix II to 2 CFR, Part 200)).

**13. Federal Funds – Procurement of recovered materials**

*As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.13.5 of the General Conditions:*

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**15. Federal Funds - Domestic preferences for procurements**

*As this Project is funded in whole or in part by a federal grant made after November 12, 2020, the following provision is added as Section 1.8.10 of the General Conditions:*

**1.8.10** As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable for the Project, 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). The requirements of this section must be included in all subcontracts and purchase orders for work or products for the Project.

**1.8.10.1** "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**1.8.10.2** "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



#### **14. Preliminary Schedule of Values**

*Section 10.1.1.2 of the General Conditions outline the minimum information and structure for the preliminary schedule of values; REVISE line item Section 10.1.1.2.1.14 to read as follows:*

##### **10.1.1.2.1.14           Punchlist, Final Cleanup, and District acceptance.**

#### **15. Preliminary Schedule of Submittals**

*Section 10.1.1.3 of the General Condition provides the required timeframe for which all submittals shall be submitted; REVISE the last sentence of section 10.1.1.3 with the following:*

*All submittals shall be submitted no later than 14 days after Notice of Contract Award.*

#### **16. Monthly Progress Schedule(s)**

*Replace Section 10.2 of the General Conditions with the following provisions:*

##### **10.2 Construction Schedule.**

###### **10.2.1. Construction Schedule Terms Defined.**

10.2.1.1. Bid Schedule. The term "Bid Schedule" refers to the Construction Schedule issued with the Bid Documents, which shall be used by Bidders and their respective Subcontractors for preparation of Bidders' Bid Proposals.

10.2.1.2. Preliminary Baseline Construction Schedule. The "Preliminary Baseline Construction Schedule" refers the Construction Schedule issued by the Construction Manager, within ten (10) days after a NTP is issued by or on behalf of the District to a Contractor. The Preliminary Baseline Construction Schedule may incorporate modifications to the Bid Schedule, which do not affect critical path activity durations, but may adjust the date(s) for achieving Substantial Completion and Final Completion of the Work if the date of the issuance of the Notice to Proceed has varied from that indicated in the Bid Schedule.

10.2.1.3. Baseline Construction Schedule. The "Baseline Construction Schedule" refers to the Construction Schedule developed and prepared by the Construction Manager based upon the proposed modifications or other comments of each Contractor for a Bid Package to the Preliminary Baseline Construction Schedule. The Baseline Construction Schedule, upon issuance by the Construction Manager, shall be used to manage and coordinate the Work of each Contractor for a Bid Package and to monitor the progress of construction activities until an Updated Construction Schedule is issued.

10.2.1.4. Updated Construction Schedule. An "Updated Construction Schedule" is the Construction Schedule prepared and issued by the Construction Manager after issuance of the Baseline Construction Schedule. Work of each Contractor for a Bid Package shall conform to the then most recent issuance of the Updated Construction Schedule. Actions of the Contractor necessary to conform the progress of the Contractor's Work with the then current

Updated Construction Schedule shall be undertaken and completed as directed by the Construction Manager without adjustment of the Contract Price or the Contract Time.

10.2.1.5. Recovery Schedule. The "Recovery Schedule" refers to a Construction Schedule for the Work of a Bid Package prepared by the Contractor for the Bid Package to identify and establish the activities and other actions necessary for such Contractor to recover lost time due to delays to the progress of the Contractor's Work, ability to meet Milestones and/or Project completion dates/requirements. A material obligation of each Contractor for a Bid Package is its preparation of a Recovery Schedule as directed by the Construction Manager, including without limitation, the incorporation of requirements therein as directed by the Construction Manager. If directed by the Construction Manager to prepare a Recovery Schedule, the Contractor's submittal of the Recovery Schedule for review and acceptance by the Construction Manager within the time established by the Construction Manager is a material obligation of the Contractor under the Contract Documents. If a Contractor is directed by the Construction Manager to prepare a Recovery Schedule, the Contractor shall modify the Recovery Schedule as necessary to obtain the Construction Manager's acceptance of the entirety thereof. If a Contractor fails or refuses to prepare a Recovery Schedule as directed by the Construction Manager, the Construction Manager may, at the cost and expense of the Contractor, develop a Recovery Schedule on behalf of such Contractor. In such event, a material obligation of the Contractor shall be its implementation of all measures necessary to conform to the rate of progress to that indicated in the Recovery Schedule prepared by the Construction Manager; and the Contractor's reimbursement to the District of the costs and expenses incurred to prepare such Recovery Schedule, provided that in lieu of such reimbursement and at the sole election and discretion of the District such costs and expenses may be deducted from any portion of the Contract Price then or thereafter due the Contractor. Neither the preparation of Recovery Schedules nor the actions of the Contractor necessary to comply and conform to the progress indicated in a Recovery Schedule accepted by the Construction Manager (or prepared by the Construction Manager upon failure or refusal of the Contractor to prepare a Recovery Schedule) shall result in adjustment of the Contract Time or the Contract Price.

10.2.1.6. Construction Schedule(s). "Construction Schedule(s)" as used in the Contract Documents refers collectively to the Bid Schedule, Preliminary Baseline Construction Schedule, Baseline Construction Schedule, and Updated Construction Schedule.

10.2.1.7. Three (3) Week Look Ahead Schedules. The "Three Week Look Ahead Schedules" refers to the detailed schedule of construction activities prepared by each Contractor for a Bid Package for the ensuing three (3) week period; construction activities indicated in each Contractor's Three Week Look Ahead Schedules shall conform to the then current Updated Construction Schedule.

10.2.2. Bid Schedule. The Bid Schedule is for bidding purposes to establish preliminary contract durations of various activities necessary to complete the Work of each Bid Package and the Work of the Project within the Project Time. The Project will be constructed by separate contractors, each under direct contract with the District for a specific scope of Work of the Project, as further defined in the Bid Package descriptions incorporated into the Contract

Documents. The scheduling and coordination of the Work of each Bid Package and the overall Work of the Project shall be by the Construction Manager. Without adjustment of the Contract Price or the Contract Time, each Contractor for a Bid Package shall comply with the Construction Manager's directives regarding the scheduling, sequencing and coordination of the Work of each Bid Package. The District expressly reserves the right to modify the Bid Schedule based upon input from each Contractor or other Project requirements. The Contractor acknowledges and agrees that modifications to the Bid Schedule after award of the Contract shall not be a basis for adjustment of the Contract Time or the Contract Price.

10.2.3. Preliminary Baseline Schedules. Within fourteen (14) days following issuance of the Notice to Proceed for a majority of the Bid Packages, the Construction Manager shall arrange a Project Schedule meeting with all Contractors to review a Preliminary Baseline Schedule. This Preliminary Baseline Schedule shall include any modifications incorporated since development of the Bid Schedule. Within seven (7) days after the Project Schedule meeting, each Contractor shall prepare and submit to the Construction Manager all revisions and recommendations to the Preliminary Baseline Schedule indicating, in graphic form, the estimated rate of progress, dates for submission of Submittals to the Architect, manpower required (estimated men per day) and sequence of all Work of the Bid Package as required under the Contract Documents. Each Contractor for a Bid Package acknowledges and agrees that its proposed modifications to the Preliminary Baseline Schedule are subject to acceptance by the District and the Construction Manager in the sole and exclusive discretion of the District and the Construction Manager. Contractors may submit proposed revisions to the Preliminary Baseline Schedule depicting completion of the Work of the Contractor's Bid Package in a duration shorter than the Contract Time established for the Bid Package; provided that if such proposed modifications to the Preliminary Baseline Schedule are accepted, such acceptance shall not be a basis for adjustment to the Contract Price in the event that completion of the Work of the Bid Package shall occur after the time depicted therein, nor shall revisions to the Preliminary Baseline Schedule be the basis for any extension of the Contract Time. If a Contractor does not propose modifications or other recommendations relating to the Preliminary Baseline Schedule within seven (7) days after the Project Schedule meeting, the Preliminary Baseline Schedule shall be deemed to be accepted by the Contractor. The Construction Manager shall review, incorporate, or reject the proposed modifications to the Preliminary Baseline Schedules and issue the Baseline Construction Schedule within fourteen (14) days of receipt of Contractor's information stated herein.

10.2.4. Baseline Construction Schedule. Based upon the approved input to the Preliminary Baseline Schedule for the entirety of the Project, the Construction Manager will develop and issue the Baseline Construction Schedule. The Baseline Construction Schedule shall control and govern over the sequencing and scheduling noted in the Bid Schedule. The Work of each Bid Package shall conform to the Baseline Construction Schedule, including updates and/or revisions thereto. The Baseline Construction Schedule shall be reviewed and updated at Project meeting(s) held periodically during the progress of the Work. If the Work of any Bid Package appears to be delayed such that the Work of the Bid Package will not comply with required milestone dates, the Bid Package Substantial Completion date and/or the Project completion date set forth in the Baseline Construction Schedule(s), the Contractor whose activity is on the critical path and/or who has caused the delay(s) shall be liable and assessed Liquidated

Damages in accordance with the terms and provisions of the Agreement and these General Conditions. The District shall not be liable nor obligated to any Contractor for the payment of any costs, charges, fees, or expenses arising out of or related in any manner to extended overhead, general conditions, impact costs, home-office costs, out-of-sequence Work money or any other type of compensation, by any name or characterization, for any delay to any activity not designated as a critical path item on the latest approved Construction Schedule(s). If any delay occurs to any critical path item, compensation to the Contractor, if any, impacted by delays to a critical path item shall only be in strict conformity with applicable provisions of the Contract Documents.

10.2.5. Updated Construction Schedules. If the progress of the Work of a Bid Package or the sequencing of the activities of the Work of a Bid Package shall materially differ from that indicated in the Baseline Construction Schedule, the Construction Manager may direct the Contractor for a Bid Package to propose revisions to update the approved Baseline Construction Schedule. The Contractor shall prepare and submit, within two (2) days of the Construction Manager's directive, to the Construction Manager revised input, in graphic form, to the Baseline Construction Schedule. The Contractor may request consent of the Construction Manager to revise the approved Baseline Construction Schedule. Any such request shall be considered by the Construction Manager and District only if in writing setting forth the Contractor's proposed revision(s) to the Baseline Construction Schedule and the reason(s) therefore. The Construction Manager and District may consent to, or deny, any such request of the Contractor to revise the Baseline Construction Schedule in its reasonable discretion. Also, the Construction Manager may incorporate elements of the Three (3) Week Look Ahead Schedules, as described below, into the Updated Construction Schedule. The Construction Manager will incorporate accepted revisions to the Baseline Construction Schedule and issue an Updated Construction Schedule.

10.2.6. Contractor Preparation of Recovery Schedules. The Contractors working on critical path items or whose progress of Work is behind the progress indicated in the current Updated Construction Schedule shall monitor and update the most recently approved Updated Construction Schedule on a monthly basis, (or more frequently as required) by the conditions or progress of the Work, or as may be requested by the Construction Manager. The Contractor for such Bid Packages shall provide the Construction Manager with updated Recovery Schedules indicating utilized and projected manpower, progress achieved and activities commenced or completed within the prior Updated Construction Schedule. The Contractor must also provide a written and/or graphic plan to the Construction Manager, within 48 hours of request, that recovers lost time to achieve the milestone dates and sequencing of activities established in the most recent Updated Construction Schedule. The Construction Manager may direct the sequence in which the various portions of Work within a Bid Package or between Bid Packages shall be performed and may adjust the Construction Schedule(s) at any time the Construction Manager considers the completion date to be in jeopardy because of "activities behind schedule". Without adjustment of the Contract Time or the Contract Price, the Contractor for a Bid Package shall comply and perform in accordance with revisions to the Construction Schedule(s) issued by the Construction Manager hereunder. If requested by the Construction Manager, the Contractor shall also submit, with its updates, a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. The District may, from time to time, and in the

District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

10.2.7. Three (3) Week Look Ahead Schedule. The Contractor shall prepare and submit at each Weekly Construction Meeting, a Three (3) Week Look Ahead Schedule for its portion of the Work. The Three (3) Week Look Ahead Schedule shall provide additional definition of manpower, activities and sequencing to that identified on the then current updated Construction Schedule. The form, content and extent of detail in the Contractor's Three (3) Week Look Ahead Schedules in accordance with the directives and instructions of the Construction Manager. The Construction Manager shall assimilate each of the various Contractors' Three (3) Week Look Ahead Schedules into an overall Project Three (3) Week Look Ahead Schedule and issue it at the following Weekly Construction Meeting to utilize as a comparison of progress against the most recent Updated Construction Schedule. Failure of the Contractor to provide a Three (3) Week Look Ahead Schedule may be deemed by the District as the Contractor's default in the performance of a material obligation of the Contractor under Contract Documents.

10.2.8. Cost of Scheduling. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction, Recovery or Three (3) Week Look Ahead Schedules shall be solely at the expense of the Contractor without adjustment to the Contract Price. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, and maintenance or updating of the Construction Schedules. If the Contractor does not comply with the District's request for an Updated Construction Schedule, the District may have the update completed by others at the Contractor's expense. In such event, the updated Construction Schedule shall be deemed binding upon the Contractor and the District may deduct all costs, fee or expenses in preparing such updated Construction Schedule(s) from any portion of the Contract Price then or thereafter due the Contractor.

10.2.9. Scheduling Software & Requirements. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 10 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work of the Bid Package including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower (estimated men or manpower per day) and other resources required for completion of each schedule activity; (iv) indicate costs for completion of each schedule activity; and (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor.

## **17. COVID-19 Safety Requirements**

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

**18.        Procore**

Contractor shall utilize Procore online document control software, as provided by the Construction Manager, for all construction document processing and correspondence including but not limited to RFI's, Submittals, Applications for Payment, Meetings, Punchlist, etc.

**19.        Substitution of Securities**

*Article 21.4 Substitution of Securities shall be revised with the following provisions:*

**21.4        Substitution of Securities**

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section §22300. Eligible and equivalent securities may be substituted for Retention at the request and expense of the Contractor pursuant to California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request substitution of eligible and equivalent securities for Retention prior to the Contractor's submission of the first Payment Application is the Contractor's waiver of rights under Public Contract Code §22300.

**HAZARDOUS MATERIALS**  
**PROCEDURES & REQUIREMENTS**

**1. Summary**

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

**2. Notice of Hazardous Waste or Materials**

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
  - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

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

### **3. Additional Warranties and Representations**

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

### **4. Monitoring and Testing**

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these



activities or tests by District in the Contract Price and the Scheduled Completion Date.

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

## **5. Compliance with Laws**

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
  - (1) The protection of the public health, welfare and environment;
  - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
  - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
  - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

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

## **7. Permits**

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
  - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
  - (2) are in compliance with all such permits, approvals and the regulations.

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

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

**8. Indemnification**

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

**9. Termination**

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

END OF DOCUMENT